

# Basic Contract

47QFCA19D0004

## *Military and Family Life Counseling*

in support of:

## *Office of Under Secretary for Personnel and Readiness (OUSD P&R)*



Contract Administration by:  
The Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW (QF0B)  
Washington, D.C. 20405

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### **Summary Contract Data**

- The contract is for Severable Services.
- Contract Type: This is a Multiple Award IDIQ contract for the acquisition of performance-based, commercial services on a Firm-Fixed-Price, Labor-Hour or Time and Materials basis.
- DUNS#: 612920962
- NAICS: 624190 - Other Individual and Family Services
- Product/Service Code: 0099 - Social Other
- Cage Code #: 488FO
- Period of Performance: May 17, 2018 to May 16, 2028

### Note Regarding Baseline Footprint and Scalable Capacity

This acquisition is for non-medical counseling services.

The Government also requires Scalable Capacity of counselors. Scalable Capacity is defined as the capacity of the Contractor to flexibly increase or decrease the number of counselors for all assignment types, at all locations, to meet program requirements. Counseling services shall be delivered in person usually at or near participating duty stations, but also within the associated civilian communities.

Scalable capacity is needed to fulfill footprint quantity fluctuations which may include the addition of counselors, short term surge, camps, and on-demand support requirements.

#### **B.1 General**

The purpose of this Indefinite Delivery/Indefinite Quantity (IDIQ) contract is to provide non- medical counseling services.

A Task Order is defined as “an order for services placed against an established contract or with Government sources,” FAR 2.101. Task orders will be placed against the IDIQ contract(s) by the Department of Interior (DOI), Interior Business Center (IBC), Acquisition Services Directorate (AQD) Contracting Officer(s).

The Contractor shall provide all management, supervision, labor, and materials necessary to perform on a Task Order basis.

#### **B.2 Contract Type**

This is a Multiple Award IDIQ contract for the acquisition of performance-based, commercial, severable services on a Firm-Fixed-Price, Labor-Hour or Time and Materials basis. The services being acquired under this IDIQ are not considered inherently governmental and shall not be performed in any manner to be construed as personal services.

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement

Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the “maximum extent practicable.”

Pursuant to FAR 37.102(a)(2), the Ordering Contracting Officer will use performance-based acquisition methods to the maximum extent practicable.

The attached IDIQ Pricing Sheet represents the Government’s total requirement, inclusive of the Baseline Footprint, Scalable Capacity (the addition of counselors, short-term surge, camp, and on-demand requirements), and program growth (Optional CLINs) for non-medical counselors. The IDIQ Pricing Sheet summarizes the pricing for the Contiguous United States (CONUS) and Outside the Contiguous United States (OCONUS).

### B.3 Contract Term

In accordance with FAR 52.216-18, Ordering, and FAR 52.216-22, Indefinite Quantity, this IDIQ contract is for an effective period (Order Period/Performance Period) of 10 years. The contractor shall not be required to make any deliveries under this contract after 1 year from the expiration of the effective period. The first 12 months of the effective period of this IDIQ includes a three-month transition period with the remaining nine months of dedicated to direct performance (non- transition related performance).

### B.4 Minimum and Maximum Contract Amounts

**Minimum.** The minimum guaranteed award amount for this contract in this multiple award procurement is \$61,250,000.00 for the full term of the IDIQ contract. The exercise of the option period does not re-establish the contract minimum.

**Maximum.** The maximum contract ceiling value of all contracts in this multiple award procurement is established at \$4.3 Billion.

The minimum guaranteed award amount is not applicable if the contract is terminated for default or is bilaterally cancelled by the parties.

The Government has no obligation to issue task orders to the Contractor beyond the minimum guaranteed award amount. Once the minimum guaranteed award amount is satisfied, the Contractor continues to be afforded fair opportunity, as per FAR 16.505(b)(1), to compete for task orders issued through the expiration of the IDIQ Contract or the termination of the Contractor’s IDIQ Contract, whichever occurs first.

### B.5 IDIQ Pricing

The minimum personnel qualifications for the counselors are described in Section C of this contract, specifically in Paragraph 4.0, Mandatory Credentialing and Qualifications. The following Counselor Types / Types of Services shall be a fully burdened, fixed daily rate.

- MFLC/Rotational - CONUS & OCONUS
- MFLC/Short Term Support (Surge) - CONUS & OCONUS
- CYB Rotational and Schools - CONUS & OCONUS
- CYB Camps – CONUS & OCONUS

See Section B IDIQ Pricing Sheet for Counselor Types/Types of Services. See Section C of this contract, specifically paragraph 1.0 for MFLC and CYB definitions. A day is defined as eight (8) hours of service.

The following Counselor Types / Types of Services shall be a fully burdened, fixed hourly rate:

- MFCLC/ On Demand - CONUS & OCONUS
- CYB On Demand - CONUS & OCONUS

The fixed rates are fully burdened rates. Fully burdened rates are inclusive of direct labor, fringe benefits, overhead expense, general and administrative expense, program management, and profit. In addition, the fully burdened, fixed daily and hourly rates shall reflect that no services will be performed at the Contractor's site.

The Contractor can only charge the Government for productive direct hours which are defined as those hours expended by Contractor personnel in performing work under the Task Orders. This does not include sick leave, vacation, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures

As this is a worldwide requirement, any additional locations added that are not on the Baseline Footprint are considered within scope. As such, the IDIQ CLIN pricing provides the applicable rates by Counselor Type/Type of Service for any additional locations added that are not currently listed on the Baseline Footprint.

#### B.6 Other Direct Costs

The Other Direct Costs (ODCs) will be specified at the Task Order level. The Contractor shall describe the ODCs in-depth in the technical and price proposal for each Task Order. At the Government's request, the Contractor shall provide three (3) quotes to support a fair and reasonable price determination for any/all ODCs. ODCs shall not include equipment and shall only be for items that are allocable, allowable, a fair and reasonable price, and shall only be utilized for this Contract/Task Order(s). ODCs shall not include office supplies (e.g., pens, printer cartridges). ODCs shall not be utilized to purchase any refreshments. ODCs shall not include any costs for phone calls between the Counselors and the Contractor as that is an employee and employer relationship which the Contractor is solely responsible for all costs. The examples provided of what the ODCs shall not include is not all inclusive. All ODCs shall be in accordance with FAR 31.2 – Contracts with Commercial Organizations.

All ODCs shall require preapproval by the Contracting Officer's Representative and the Contracting Officer on a weekly basis and submitted every Monday when there is a need for ODCs for that week. The ODC Weekly Approval Report shall be submitted at the same time as the Weekly Travel Authorization Report. All ODCs shall be itemized on the monthly invoice for direct accountability to the ODC Weekly Approval Report. Any ODCs that were not approved in advance and cannot be accounted for in the ODC Weekly Report, will not be approved for payment.

#### B.7 General and Administrative Rates

General and Administrative rates shall not apply to ODCs or Travel.

#### B.8 Program Management

Program management costs shall be included in the fixed rates. There is not a separate Contract Line Item Number for Program Management.

## B.9 Travel

In order to minimize travel expenses, the Contractor shall have a sufficient network of counselors such that the Contractor shall staff all assignments with locally based counselors. The Contractor shall maximize the use of local counselors and the efficient utilization of its worldwide network, in filling and managing counselor assignments.. The Contractor shall also maximize the overall quantity of longer duration service assignments, in order to minimize travel expenses.

For CONUS, travel to the place of performance (e.g. travel from the counselor's residence to the place of performance) is excluded from reimbursement by the Government. The Government will not reimburse CONUS travel expenses (e.g., rental car, personally owned vehicle mileage, air fare, lodging, per diem, M&IE) incurred by counselors traveling to their primary place of performance; or CONUS local travel expenses incurred by counselors traveling around their primary place of performance. The Government will consider for reimbursement, travel greater than 50 miles from the primary place of performance to a secondary location requested and approved in advance by the Government (e.g. surge requirements), if the distance to the secondary location is greater than the normal commuting distance to the primary place of performance.

For OCONUS, all travel expenses may be considered for reimbursement by the Government. Contractors shall utilize the most economical and efficient means of travel. Similar to CONUS travel, the Government will consider for reimbursement, travel greater than 50 miles from the primary place of performance to a secondary location requested and approved in advance by the Government (e.g. surge requirements), if the distance to the secondary location is greater than the normal commuting distance to the primary place of performance.

In order to be reimbursed by the Government for travel expenses, the Contractor shall submit all travel estimates for approval by the Contracting Officer's Representative (COR) or the Contracting Officer (CO) prior to travel. The Contractor shall submit all travel requests prior to the occurrence of the travel on the Weekly Travel Authorization Report every Monday as required when travel is requested (see Attachment J-15 Weekly Travel Authorization Report).

Short notice travel requests due to unforeseen circumstances will be considered on a case by case basis.

Traveling around the place of performance is excluded from travel reimbursement for CONUS and OCONUS.

The Government will reimburse for pre-approved travel expenses in accordance with FAR 31.205-46 Travel Costs, and this Contract. See Section H.11 of this contract for other travel related terms and conditions.

## B.10 Holidays

Counselors may be required to work holidays in order to provide support to service members and their families during holiday periods.

## B.11 Proposal

The contractor's Technical Volume of the Final Proposal Revision, dated April 10, 2018 and supplemented on April 23, 2018, is incorporated into the contract, by reference.

## SECTION C – DESCRIPTION AND SPECIFICATIONS

As the IDIQs as well as the Task Orders scope is for worldwide non-medical confidential counseling, the same Performance Work Statement (PWS) will be utilized for the IDIQs and at the Task Order level, unless additional Task Order PWS information is issued. New requirements documents, as required, will be issued at the Task Order level. The new requirements documents may be a Statement of Objectives, Performance Work Statement or a Statement of Work. Any subsequent task orders may change the PWS within the general scope of the contract.

### PERFORMANCE WORK STATEMENT (PWS)

#### 1.0 INTRODUCTION

On behalf of the U.S. Military Departments, including the National Guard and Reserves, the Department of Defense (DoD) requires a Contractor to provide confidential non-medical counseling services to military service members and their families, through the Military & Family Life Counselor (MFLC) program. The MFLC program addresses the behavioral and psychological health of military service members and their families. The MFLC program is one of the most critically important and highly visible programs within the DoD community.

The MFLC program utilizes:

- 1) General MFLCs who support adult military members and families; and
- 2) Child and Youth Behavioral (CYB) MFLCs who support military children and youth.

Counseling services are currently provided at 223 military installations or nearby civilian communities located in all 50 states, the District of Columbia, U.S. territories and commonwealths, and 17 foreign countries. See Section B Baseline Footprint and Task Order Scalable Capacity spreadsheet for locations. Counselors provide face-to-face, worldwide support through either rotational, surge, or on-demand assignments. Counseling is usually provided by more than 2,000 rotational assignments, that is, over 2,000 MFLCs and CYB-MFLCs provide support on an on-going basis through rotational assignments of up to 12 months. Surge support is provided for a specified period of time of up to 90 days. On average, there are over 100 surge assignments supporting the Active Duty, National Guard, and Reserve components per year. On-demand support is provided for a specified period of time, typically one to three days. There are approximately 928 counselors providing 42,000 hours of on-demand support per year. It is mandatory that prior to contract award, all counselors shall be licensed or certified, properly credentialed, ready to perform on the start date of this contract, and be compliant with industry accepted standards for the performance of non-medical counseling.

Scalable Capacity is defined as the capacity of the contractor to flexibly increase or decrease the number of counselors for all assignment types, at all locations, to meet program requirements. Counseling services shall be delivered in person usually at or near participating duty stations, but also within the associated civilian communities.

The Contractor shall have and maintain a worldwide deployable network of counselors available for immediate assignment, sufficient to meet the Government's requirement for counselors. The Contractor shall maximize the use of locally/regionally based counselors and the efficient utilization of its worldwide network in filling and managing counselor assignments. The Contractor's approach shall account for the logistical complexities of managing worldwide counselor assignments in both CONUS and OCONUS locations.

The Government will provide technical direction for counseling services through the use of Technical Direction Letters (TDLs) and Unique Numerical Identifiers (UNIs) within the established Task Orders.

The MFLC program provides in person, confidential, non-medical counseling services to Active and Reserve component members and their families. The MFLC program began in 2004 as an initiative of the Office of the Deputy Assistant Secretary of Defense for Military Community and Family Policy (MC&FP). Non-medical counseling is designed to address issues that occur across the military lifestyle and help service members and their families cope with normal reactions to stressful/adverse situations. The counseling approach is psycho-educational, which helps participants learn to anticipate and resolve challenges associated with military life. Support is aimed at preventing the development or exacerbation of mental health conditions that may detract from military and family readiness. These services are intended to augment, not replace, other DoD support services/programs or staff available for active military, as well as Guard and Reserve service members and their families.

The CYB-MFLCs provide in person, confidential, non-medical counseling services that benefit military children. Everyone in a military family has to cope with deployments, relocation and the other demands of military life. Those demands may be most difficult for children, who may have to start over in new schools, have little or no control over where they go, and generally lack the coping skills of adults. CYB-MFLCs understand the issues military children face and can provide support to meet their individual needs. CYB-MFLCs play a key role in giving military children the support they may need during some of the more challenging periods of military life. The overall goal is to give the military child, as well as the rest of the family, support through difficult situations.

MFLC and CYB-MFLC counseling services are confidential, with the exception of domestic violence, child abuse/neglect, suicidal or homicidal threats, or other threats of harm to self or others.

Counselors must adhere to commercial and professional standards of practice set forth by, federal, state, and local laws, as well as relevant DoD/Military Branch of Service policies. For all domestic U.S. assignments, all counselors must be licensed or certified in the state in which the participant is receiving services. For all foreign assignments, all counselors may be licensed or certified in any state, the District of Columbia, a U.S. territory or commonwealth. In exceptional or emergency situations, waivers may be considered on a case by case basis. The Contractor shall train counselors to have an understanding of military culture and lifestyle.

## 1.1 BACKGROUND

The MFLC program was established to expand access to confidential counseling and reduce the barriers and stigma often associated with seeking counseling support. The stresses of military life are complex, requiring a wide range of problem solving skills in areas such as: single parenting; child care; spousal employment; fluctuating family income; frequent relocations; isolation from other extended family members; child education; and children coping with the absence of a parent. The DoD recognizes these difficulties and is committed to providing the necessary counseling support.

Active participation in counseling programs by military service members and their families is highly encouraged by DoD. In order to meet this widely recognized need, DoD created the MFLC Program, facilitating private and confidential services outside the chain of command. The current requirements for MFLC and CYB-MFLC counseling services are provided by contracts awarded in August 2012 with a five year period of performance expiring August 2017.

## 2.0 SCOPE OF WORK

The Contractor shall provide in-person, confidential, non-medical, counseling services in support of the MFLC program, to support all Active and Reserve component military service members and their families, including severely injured service members and their families. The non-medical counseling services shall be provided by licensed or certified counselors.

Non-medical counseling is defined as short term non-therapeutic counseling that is not appropriate for individuals needing clinical therapy. Non-medical counseling is supportive in nature and addresses: conditions of living; life skills; improving relationships at home and at work; stress management; adjustment issues, such as those related to returning from deployment; marital problems; parenting; and fear, grief and loss.

Eligible participants may receive up to twelve non-medical counseling sessions per person per issue annually at no cost to the participants.

## 2.1 ELIGIBILITY

Eligibility for counseling services is outlined in DoD Instruction (DoDI) 6490.06 Counseling Services for DoD Military, Guard and Reserve, Certain Affiliated Personnel, and their Family Members. Eligibility for counseling services is amplified in the Eligibility Matrix. The Government will provide this section after award.

Individuals who are eligible to be MFLC program participants and receive all services are as follows:

- 1) Active Duty members of the Military Services (Army, Navy, Marine Corps, and Air Force) and their immediate family, which includes spouses as defined by 1 U.S.C. Section 7, children, and anyone who has legal responsibility for a Service member's children or dependent parent during deployment or separation;
- 2) Members of the Army and Air National Guard, the Army, Navy, Marine Corps, and Air Force Reserves (including the Selected Reserve, Individual Ready Reserve, and Standby Reserve), regardless of activation status, and their immediate family, which includes spouses as defined by 1 U.S.C. Section 7, children, and anyone who has legal responsibility for a Service member's children or dependent parent during deployment or separation.
- 3) Members of the U.S. Coast Guard on active duty and activated reserve personnel deployed or mobilized under the Title 10 authority of the DoD.
- 4) Members of the DoD Civilian Expeditionary Workforce during the 90 days prior to deployment and 180 days post-deployment, and their immediate family, which includes spouses as defined by 1 U.S.C. Section 7, children, and anyone who has legal responsibility for a Civilian Expeditionary Worker's children or dependent parent during deployment or separation (see DoDI No. 6490.06).
- 5) If non-military dependent youth are in the classroom and/or group/camp setting together with military connected youth, the CYB-MFLC shall support the classroom and/or group/camp as a whole to include both the military connected and non-military connected youth.

- 6) Caregivers for military personnel and their families. Caregivers include spouses, children, parents, and anyone who has legal responsibility for a Service member's child(ren) during separation from the Service member.

## 2.2 OUT OF SCOPE

Issues considered outside the scope of non-medical counseling include: Post Traumatic Stress Disorder (PTSD); Traumatic Brain Injury (TBI); any mental disorders identified in the Diagnostic and Statistical Manual of Mental Disorders (DSM 5); child abuse; sexual assault; domestic abuse; duty to warn (harm to self or others); clinical mental health counseling, and substance abuse treatment. In addition, spiritual and religious based pre-marital counseling, or any other counseling typically provided by military chaplains, which addresses spiritual and religious values, marital roles, and family planning is excluded. There are exceptions to the issues considered out of scope. For example, while non-medical counseling is not an appropriate resource for substance abuse treatment, it may be appropriate for a family member living with an individual dealing with substance abuse. When the appropriateness of non-medical counseling is in question, the Contractor should consult the Government.

Telephonic counseling or other electronic modes of communication, such as web based, secure online chat, or video based communications (Skype, FaceTime, Google Hangout, WebEx, Zoom, etc.), are prohibited as counseling under this contract.

### Handoff, Referrals or Notification Requirements

The following special out of scope situations have requirements involving protocols for: a handoff or referral to another provider; and/or a duty to notify and report.

- 1) PTSD / TBI - PTSD, TBI, and any mental disorders identified in the DSM 5 are NOT authorized for support. However, the Contractor shall refer participants with these conditions via a warm handoff to behavioral health, TRICARE, MTF, or other providers of professional mental health services as appropriate. The procedures for all hand-offs/referrals will ensure, to the maximum extent possible, that the participant does not have to repeat their information when the third party agency is engaged in the conversation.
- 2) Imminent Risk / Duty to Warn - The Contractor shall make notifications of Duty to Warn incidents to the installation point of contract (POC) and the Contractor chain of command immediately. The Contractor shall implement, document, and maintain Duty to Warn procedures, in accordance with DoD/Military Branch of Service regulations and established protocols, to address events where a service or family member reveals a threat of harm to self or others.
- 3) Adverse Incidents - In the event of an Adverse Incident, the Contractor shall follow prescribed policies and procedures listed in Section J Attachment J-1 MFLC Program Adverse Incident Report for Government Compliance Review, ensuring notification within 24 hours of awareness of the incident. Adverse Incidents include a range of events and situations that may cause harm or injury to a participant or reflect negatively on the Department through media attention including but not limited to the following: suicide; homicide, serious harm or injury; and any other event or situation that may reflect negatively on the Department.

### 3.0 APPLICABLE DOCUMENTS

The Contractor shall comply with the following DoD Directives (DoDD) and DoDIs and all future updates which may be found at the respective links: DoDD <http://www.dtic.mil/whs/directives/corres/dir.html>; and DoDI <http://www.dtic.mil/whs/directives/corres/ins1.html>.

- DoDI No.1342.22, Military Family Readiness  
<http://www.dtic.mil/whs/directives/corres/pdf/134222p.pdf>
- DoDD No. 5200.02, Subject: DoD Personnel Security Program  
[http://www.dtic.mil/whs/directives/corres/pdf/520002\\_2014.pdf](http://www.dtic.mil/whs/directives/corres/pdf/520002_2014.pdf)
- DoDI No. 6490.06, Counseling Services for DoD Military, Guard and Reserve, Certain Affiliated Personnel, and Their Family Members  
<http://www.dtic.mil/whs/directives/corres/pdf/649006p.pdf>
- DoDI No. 6400.06, Domestic Abuse Involving DoD Military and Certain Affiliated Personnel  
<http://www.dtic.mil/whs/directives/corres/pdf/640006p.pdf>
- DoDI No. 6495.02 Sexual Assault Prevention and Response (SAPR) Program  
<http://www.dtic.mil/whs/directives/corres/pdf/649502p.pdf>
- DoDI No. 1402.05, Background Checks on Individuals in DoD Child Care Services Programs  
<http://www.dtic.mil/whs/directives/corres/pdf/140205p.pdf>

Additionally the Contractor shall reference the latest versions of following applicable documents as needed.

- American Psychiatric Association, Diagnostic and Statistical Manual (DSM)

### 4.0 MANDATORY CREDENTIALING AND QUALIFICATIONS

The Contractor shall have and maintain a deployable worldwide network of counselors available for immediate assignment sufficient to meet the Government's requirement for counselors described in the Section B Baseline Footprint and Task Order Scalable Capacity, such that there is no break in service or coverage for the entire period of performance of this contract. This includes the number and types of counselors (MFLCs and CYB-MFLCs), as well as the geographical requirements for counselors. All counselors shall meet the credentialing and qualifications listed in this section.

#### 4.1 BACKGROUND CHECKS

Immediately after contract award and throughout the period of performance for this contract, the Contractor shall perform the following background and clearance activities.

- 1) The Contractor shall require all MFLCs and CYB-MFLCs to submit Department of Defense Form 2981 (Attachment J-2 DD Form 2981) and an Optional Form 306 (Attachment J- 3 Optional Form 306) to the Contractor. If the Contractor chooses to move a candidate forward for consideration by the Government, for performance under this contract for whom derogatory information exists, the derogatory information must be resolved by the Government prior to placement on the contract.
- 2) For all counselors, the Contractor shall initiate a Criminal History Background Check and FBI Check (submitted to appropriate agency completing the check). If the Contractor chooses to submit a candidate for consideration by the Government, for performance under this contract for whom derogatory information exists, the derogatory information must be resolved by the Government prior to placement on the contract.

- 3) All CYB-MFLC shall undergo a background check in accordance with the latest version of DoDI No. 1402.05, Background Checks on Individuals in DoD Child Care Services Programs.
- 4) Contract personnel/providers who have previously received an acceptable Criminal History Background Check and Fingerprint Check in the last five years shall provide proof to the Contractor prior to performing under this contract.
- 5) The Contractor shall initiate the clearance process with appropriate points of contact for all required Government clearances such as, Secret, NACI (National Agency Check and Inquiries), CNACI (Child National Agency Check and Inquiries), and IRC (Installation Records Check), within the designated timeframe. The Contractor shall have the required Government clearances or interim clearances no later than the end of the transition-in period. The Government is responsible for the completion of the NACI and CNACI as well as the cost of the complete investigation. Tier 1 (NACI) Criminal History Background Check conducted by the Government is the minimum requirement for all MFLCs. MFLC counselors can only work in assignments after the government receives the FBI fingerprint results and subsequently clears the MFLC to begin working on the contract.
- 6) If a counselor has traveled to an OCONUS assignment and was found to be unfit for performance based on their background check, the Government will not reimburse the travel, lodging, per diem, or meals and incidental expenses (M&IE), nor the travel costs for arrival to the OCONUS assignment or return to the United States.
- 7) The Government will not reimburse for any time frame during which services are not able to be performed due to the Contractor's failure to complete the appropriate processing procedures for a counselor to obtain entrance to the performance location for that assignment. This applies to both CONUS as well as OCONUS. For the travel costs inclusive of lodging, per diem, and M&IE for OCONUS locations, the Government will not reimburse the lodging, meals or expenses for those day(s) of which the Counselor is not able to obtain entrance.
- 8) The Contractor shall facilitate any adjudication dispute and appeal requests, including communication with the Government, on the behalf of individuals that the Contractor submits for background checks.

The review of the derogatory information will be conducted by the MC&FP Contracting Officer's Representative (COR) and program office and Office of Personnel Management trained personnel security specialists, to determine if the potential counselor is favorable or not suitable for the Program. If a counselor is found not suitable, the Contracting Officer provides notification via a letter to the Contractor of the adjudication results.

The only role the Contracting Officer has in the resolution process is notification to the contractor of the MC&FP COR and program office decision. The Contractor shall in the resolution process, after notifying or being notified that derogatory information exists on a potential counselor, execute the MC&FP COR and program office decision relative to the adjudication outcome.

- 9) Depending on location and installation requirements, the Government may require the counselor to be issued a Common Access Card (CAC). In some instances, the Contractor may be required to have a CAC prior to arrival at an installation. The Government will attempt to make those requirements known in advanced; however, the contractor shall seek CAC requirements with the installation POC upon first contact. The Government Installation POC will be responsible for the sponsorship of the MFLC and ensure proper coordination with the contractor/MFLC for CAC processing. Should the Contractor have issues with this coordination being completed, the

Contractor shall communicate these instances back to the FEDSIM COR, OSD TPOC, and OSD PMO.

#### 4.2 ALL COUNSELORS – DEMONSTRATED QUALIFICATIONS PRIOR TO CONSIDERATION

The following credentials and qualifications are mandatory for all counselors which must be demonstrated prior to submitting the counselor for consideration by the Government for an assignment.

- 1) All Contractor personnel performing this requirement must be U.S. citizens, and must speak fluent English.
- 2) Counselors must possess a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling; a valid unrestricted counseling license or certification from a state, the District of Columbia, a U.S. territory or commonwealth that grants authority to provide counseling services as an independent practitioner in their respective fields; and demonstrated counseling competence preceding their employment with the MFLC program.
- 3) Counselors shall be licensed or certified and properly credentialed to perform this requirement and shall be compliant with industry accepted standards for the performance of non-medical counseling.
- 4) For assignments in the 50 states, Counselors shall be licensed or certified in the state in which the participant is receiving services. For OCONUS assignments (excluding Alaska and Hawaii) counselors may be licensed or certified in any state, the District of Columbia, a U.S. territory or commonwealth.
- 5) The Contractor shall work with the installation point of contact to complete a Secret clearance on counselors determined by the Government to need such a clearance. Currently there are 42 MFLCs and 13 CYB-MFLCs which require a Secret clearance, however it is anticipated that the total number of personnel requiring a Secret clearance may increase to 60 or more.
- 6) In addition to meeting the above requirements, the counselors' supervisors must have a minimum of two years full-time counseling experience post-licensure; documented counseling supervision, oversight, and management experience; and demonstrated current counseling competence through at least periodic, direct service counseling experience during the two years preceding this contract.
- 7) Contract personnel/providers who have previously received an acceptable NACI/CNACI check in the last five years shall provide proof to the prime Contractor prior to performing under this contract.
- 8) Counselors shall possess the knowledge, skills, and abilities listed below.
  - An understanding of the military lifestyle.
  - Working knowledge of military, state, federal, and local laws and resources.
  - Understanding, sensitivity, and empathy for service members and their families. Ability to develop trusting, helping relationships. Ability to work effectively with individuals and families from diverse racial, ethnic, and socioeconomic backgrounds.

- Ability to intervene in crisis situations, using sound professional judgment, ethical practice, and common sense. Counselors must work independently to develop, implement, and evaluate safety and intervention plans to meet individual and family needs. The Contractor must agree to operate within established guidelines of the military services family support and quality of life programs.
  - Ability to work cooperatively with military and civilian medical, social service, law enforcement, and legal personnel on behalf of service members and their families.
- 9) Counselors must demonstrate sound professional judgment and the highest ethical standards in executing their responsibilities. All counselors shall have strong skills in written and verbal communication, and assessment. The Government may request that the contractor remove a counselor from an assignment and/or from the contract at any time due to performance issues or other matters that negatively impact an assignment or negatively reflect on the Government or the program.
- 10) The Contractor shall annually certify and be able to demonstrate (at any time) to the MC&FP COR and program office or the Contracting Officer (CO), in writing, that the counselors and supervisors licensure, credentials, required experience and background checks are current and proper for performance under this contract. This certification shall verify that the counselor has not experienced any terminations of performance under any other Government contract or any license or certification suspensions or any investigations. Counselors, who have experienced any of the aforementioned actions, shall not perform services under this contract (under particular limited circumstances, the Government may consider an exception on a case-by-case basis).

#### 4.3 ALL COUNSELORS - DEMONSTRATED QUALIFICATIONS PRIOR TO ASSIGNMENT

The following credentials, qualifications, and on-going training activities are mandatory for all counselors which shall be demonstrated prior to assignment.

- 1) The Contractor shall not send a counselor to any location at any time during the performance of this contract until the required background check has been completed or initiated in accordance with Section 4.0.
- 2) The Contractor shall provide training and orientation for counselors and supervisors that include all requirements of this contract, service-specific and general military culture and customs, structure and chain of command, ranks and insignia, local travel reimbursement rules, and other specialized subject areas prior to beginning an assignment. The Contractor shall design and implement a method for regularly updating personnel on current/emerging issues pertaining to military life. Counselors shall be familiar with evolving issues that affect military members and their families.
- 3) The Contractor shall ensure that all MFLCs and CYB-MFLCs assigned to facilitate Military Caregiver PEER Forums will complete seven (7) evidenced based modules, as designated by the Government in Attachment J-4 Training Modules for Non-medical Providers Supporting Military Caregivers, prior to facilitating a forum.
- 4) The Contractor shall annually certify and be able to demonstrate (at any time) to the MC&FP COR and program office or the CO, in writing, that the counselors and supervisors have comprehensive/current knowledge of the overall military culture, issues affecting military families, and all requirements of this contract. The MC&FP COR and program office and the

Military Services may require the MFLC or CYB-MFLC to complete specialized training which will be provided to the Contractor

#### 4.4 CYB-MFLC EXPERIENCE

The following experience is mandatory for all CYB-MFLC counselors prior to submitting the counselor for consideration by the Contractor for an assignment.

- 1) A CYB-MFLC must have experience and expertise working with the identified age of the participants in all youth programs, such as Child Development Centers (CDC), schools or camps.
- 2) CYB-MFLCs must be assigned based on the needs of the support activity. For example, a CYB-MFLC assigned to support an elementary school must have experience supporting elementary school-aged children.
- 3) A CYB-MFLC supporting an outdoor adventure camp must have the experience in and ability to participate in strenuous activities including hiking, camping, kayaking, and backpacking.

#### 5.0 REQUIREMENTS

This section defines broad based general requirements for the Contractor, as well as, counseling requirements which are more narrowly focused on the service delivery standards for the MFLC and CYB-MFLC.

##### 5.1 GENERAL REQUIREMENTS

Counseling modalities consist of individual, family, couples, and groups. Services are not delivered in the traditional manner of 50 minute sessions in an office setting, but rather vary in duration from a few minutes to an hour or longer. Services are provided “just in time,” when and where they are needed using a “walk around/coaching” approach. Counselors go to where the people are instead of waiting for people to schedule an appointment to see them, but an appointment can be made if desired. For example, counselors may meet with family readiness groups; meet service members returning from deployments (including welcome events at respective airports), be available in reintegration orientations, meet with rear detachment commanders and other community agency staff upon request, brief commanders and leadership, and work with children and youth. Counselors shall be easily identifiable and approachable, operate in a manner that maximizes accessibility, including availability at installation common areas and family support centers.

Counseling may be provided outside the gates of installations, nearest to where families live and socialize. This may include placing counselors in housing areas and/or community agencies (Red Cross, Boys and Girls Clubs, YMCAs and others) frequented by families.

Additional requirements include:

- 1) The Contractor shall recruit, retain, train, and maintain a deployable network of counselors meeting all credentialing requirements in this PWS.
- 2) Upon request, the Contractor shall deploy counselors individually or in groups. Crisis or special situations such as, the Ft. Hood shootings, or the earthquake and tsunami in Japan, may require the Contractor to deploy groups of 35 or more counselors.
- 3) The Contractor shall have the capacity to fulfill and manage all task requirements to deploy the

required number of counselors to accommodate the baseline footprint, footprint fluctuations which may include the addition of several hundred counselors, and short term surge and on-demand support requirements approved by the MC&FP COR and program office. Counselors may provide short term surge support for planned and unplanned events, military contingencies, emerging issues and/or natural disasters.

- 4) The Contractor shall establish and utilize a comprehensive financial management system, processes, and procedures to manage all aspects of tracking costs associated with performing all aspects of this requirement. The Contractor shall establish and implement audit trail capabilities, internal controls, corrective action procedures, and reporting capabilities. The Contractor shall dedicate personnel for financial management, including the assignment of management functions, authority and responsibility.
- 5) The Contractor shall ensure that all personnel maintain the highest degree of sensitivity, compassion, and respect for service members and their families. The Contractor shall remain free of any political bias and shall ensure consistency of service regardless of installation, location, or any other factor.
- 6) When the military chain of command requests information concerning a service member, the Contractor shall remind them of the confidential nature of the service. If the chain of command wishes to send a service member for counseling to a MFLC or CYB-MFLC and have the MFLC or CYB-MFLC report back to the commander, the Contractor shall inform them it is not possible due to the confidential nature of the program.

The Contractor shall certify, upon award and the exercise of each option period (at the discretion of the Government), that all counselors and supervisors are properly licensed or certified, comply with the appropriate background check requirements, and possess all other qualifications as indicated in the PWS prior to beginning an assignment.

- 7) The Contractor shall maintain all counselor/supervisor certifications and background check documentation in accordance with FAR Subpart 4.7 Contractor Records Retention, and make them available for Government review at any time during performance.
- 8) The Contractor shall develop and implement processes and procedures to support the warm hand-off of a Participant to other providers and community/DoD resources, such as Military One Source (MOS), ensuring that the Participant does not have to repeat information when the third party agency is engaged in the conversation.

## 5.2 COUNSELING REQUIREMENTS

- 1) The MC&FP COR and program office is the approval authority for all service delivery. Once approved by the MC&FP COR and program office, the Contractor shall coordinate all program management and service delivery with the Service HQ, installation POC, the National Guard Bureau (NGB), Reserve Affairs, and local education agencies when indicated.
- 2) Regardless of the location or the assignment, the Contractor shall consult with the local POC regarding the counseling needs of military service members and their families. Changes, realignments, or requests from the local POCs, to be provided after award, must be discussed with and approved by the program office before adjustments are made.
- 3) Counselors shall not represent the Government at any federal, state, or military meeting or event

nor perform any inherently governmental functions. All media/press inquiries shall be forwarded via Contractor to the MC&FP COR and program office.

- 4) Counselors shall verify, at some point during the session, eligibility for services, which may include requesting to view a military identification card (see the Eligibility Matrix which will be provided by the Government after award).
- 5) Counselors must be knowledgeable of the resources available through Military OneSource ([www.MilitaryOneSource.mil](http://www.MilitaryOneSource.mil)) to make referrals for counseling and access additional resources when circumstances warrant. Counselors must also be knowledgeable of family advocacy and other support programs both on and off the installations.
- 6) When providing counseling, CYB-MFLC services shall always remain in the line of sight of a child's parent, guardian, or an individual with purview over the child (such as a school Principal, YMCA Director, CDC Director, or Teacher) who has successfully completed a background check. Parental approval, documented in writing, is required for all child participants under the age of 18 receiving non-medical counseling services (see Attachment J-5 CYB-MFLC Consent Form); notwithstanding Duty to Warn or Mandated report situations. Duty to Warn or Mandated report situations do not require parental/guardian approval in order to report to authorities.
- 7) Counselors shall not transport any participants in any vehicle.
- 8) Counselors shall not physically enter a participant's home at any time without prior approval by the Government's MFLC Program Manager or designee.
- 9) Counseling services shall be provided in person. However counselors shall be available by telephone only for the purposes of enabling counseling participants to schedule an appointment

for counseling services, and facilitating coordination with installation POCs. Custody of telephones shall not be misconstrued as a crisis or emergency line and shall have a consistent message service. Telephonic counseling or other electronic modes of communication, such as web based, secure online chat, or video based communications (Skype, FaceTime, Google Hangout, Webex, etc.), are prohibited as counseling under this contract.

- 10) Counselors shall wear name tags that identify them by name and as a member of the MFLC program. Name tags or other items worn by the MFLC or CYB-MFLC shall not identify them as an employee of the Contractor. The Contractor shall provide the name tags. The Government will provide the standard for the name tags after award.
- 11) Rotational and Surge Counselors shall spend on average at least 4 hours daily providing counseling activities and augment that in ancillary activities. A counseling activity is considered to occur when the counselor engages a participant, determines the participant is in need of counseling, and provides the limits of confidentiality statement to the participant. Ancillary activity includes but is not limited to consultation with a commander or with another provider or staff (Family Center Director, chaplain, Principal, School Liaison Officer, teacher, Camp Director etc.) about how to enhance resiliency, conduct briefings and presentations, or provide referral resources to a participant outside the context of a counseling session. The Contractor shall regularly monitor the activity, productivity, and efficiency of its counselors for all assignments and implement guidelines to maximize time. For example, if a rotational counselor is spending 5 hours twice a week doing “walk-in” hours and conducts only 1 face-to-face Non-Medical Counseling session, the Contractor shall work with the counselor to adjust their walk-around counseling approach.
- 12) Parental Consent - Parental consent, documented in writing, is required for all child participants under the age of 18 receiving non-medical counseling services (See Attachment J-5 CYB-MFLC Consent Form); notwithstanding Duty to Warn or Mandated Report situations. Duty to Warn or Mandated Report situations do not require parental/guardian approval in order to report to authorities.
- 13) Limits of Confidentiality – This is in accordance with DoDI No. 6490.06, Counseling Services for DoD Military, Guard and Reserve, Certain Affiliated Personnel, and their Family Members. Counselors shall provide limits of confidentiality information to the individual and/or family member during the initial meeting covering: information about their role as counselors; a description of what non-medical counseling can cover; the short-term solution focused approach; the scope of care; and the ability to make appropriate referrals as needed.

Limits of confidentiality shall cover the counselor’s mandated reporting requirements for domestic abuse, sexual assault, duty to warn and other legal obligations. At a minimum, this confidentiality statement shall be provided to all eligible individuals seeking counseling services: “Information you provide to me or other counselors will be kept confidential, except to meet legal obligations or to prevent harm to self or others. Legal obligations include requirements of law and DoD or military regulations. Harm to self or others include suicidal thoughts or intent, a desire to harm oneself, domestic violence, child abuse or neglect, violence against any person, and any present or future illegal activity.”

- 14) Documentation – Documentation may be required of MFLCs in special circumstances when directed by the Government. For example, when providing non-medical counseling support within pediatric clinics, MFLCs may be directed to annotate notes in government-owned systems to

facilitate care coordination. In these instances the Government will facilitate access to the system and basic training of how to use the system. These notes will not disclose the contents of a non-medical counseling session. Below are a list of examples (but not limited to) of the information permissible to document:

- Name of child seen
- Number of sessions held
- V Code
- Whether parents participated in the sessions
- Whether there is intent to continue to provide future services
- Name of counselor providing services
- If session reached threshold of DTW
- Referrals and/or resources provided

Should there be concerns by the contractor of what the Government POC is requesting to be documented, the Contractor shall immediately relay those concerns to the OSD TPOC and OSD PMO.

### 5.3 COUNSELING TASKS

The Contractor shall perform the following counseling tasks described in this section.

#### 5.3.1 PSYCHO-EDUCATION

The Contractor shall utilize a psycho-educational counseling approach to be used by both MFLCs and CYB-MFLCs as described below.

A psycho-educational approach teaches service members and their families how to anticipate and to address challenges/problems. Family psycho-education includes teaching coping strategies and problem-solving skills to families, friends, and/or caregivers to help them cope more effectively.

When behavioral or psychological difficulties arise during or following deployments or other stresses of military life, a psycho-educational approach provides to service members and their families: specific information about what is happening; the meaning of specific symptoms; what is known about the causes, effects, the implications of their issues; and how to find treatment and/or resources.

Psycho-education provides service members and their families help in understanding: why an individual's behavior has changed and may be frightening and different; why the person may be saying that nothing is wrong; and why they may be fearful or reluctant to get help. Families benefit from timely, basic psycho-education in order to alleviate painful and long-term effects if deployment stress is not identified and addressed. Service members and their families need help in understanding the dynamics of deployment and its effect on emotion management and coping skills. In this way, psycho-education is grounded in a preventative model, in which the knowledge and skills provided by MFLC and CYB-MFLC facilitate members' and their families' readiness and resilience, reducing and ideally preventing escalation to clinically harmful levels.

#### 5.3.2 MFLC TASKS

The Contractor shall provide general MFLC counseling support which assists service members and their families with issues including, but not limited to the following.

- mobilization
- deployment
- reunion
- frequent relocations
- relocation adjustment
- relationships
- deployment stress
- marital/couples issues
- family relationships
- serious illness
- parenting
- child care
- parent/child communications
- loss and grief
- conflict resolution
- self-esteem/independence
- decision making
- anxiety
- stress
- assertiveness
- work life balance
- anger
- caregiver peer to peer forums
- relationship issues
- homesickness

Organize and facilitate voluntary peer-to-peer forums as requested to provide non-medical counseling to caregivers, interacting as necessary with installation POCs, Recovery Care Coordinators (at locations with RCCs) and caregivers to coordinate logistics and to stay abreast of caregiver issues and challenges to use as a conduit for information flow.

### 5.3.3 CYB-MFLC TASKS

The Contractor shall provide CYB-MFLC counseling support which assists service members and their families with issues including, but not limited to the following.

- Consulting with teachers, CDC providers, parents, and children regarding disruptive class behaviors.
- Working with teachers and youth in the classrooms in order to get to know the needs of teachers and students.
- Interacting with children and parents during special events, field days, award luncheons, sports events.
- Using MC&FP COR and program office approved materials with younger children to address deployment issues.
- Helping children prepare for life when the parent is gone.
- Visiting the cafeteria during lunch hours, interacting with children out on the playground; interacting with children and teachers at the front office or in other common areas around the school in the line of sight.
- Supporting students exhibiting challenging classroom behavior who are referred by school guidance counselors.
- Conducting presentations for teachers and parents in small and large groups on topics such as

time management, maintaining your marriage during deployments, teaching children problem solving skills, compassion fatigue, and anger management.

- Providing outreach to parents during parent/teacher conferences.
- Conducting classroom observations with teacher permission.
- Providing support to teachers, families, and students regarding deployment and reintegration.
- Addressing school behavior problems.
- Resolving student conflict.
- Providing support to families during transition periods to help with adjustments to new settings/locations and help manage the normal stress as a reaction to this process.
- Working closely with wounded warrior transition programs to help children/families cope with stressors and experiences as a result of a service members' injury or disability.
- Providing staff consultations for both work-related and child issues.
- Interacting with children and parents from the larger military community and Child and Youth Services (CYS), during special events, parent groups, and center activities (such as weekend basketball or soccer at the youth center).
- Working with children in classroom settings and in group activities or individually in CDCs, family childcare homes, chapel youth groups, youth centers and teen groups.
- Observing children and providing concrete support to caregivers and trainers to address and redirect challenging behaviors.
- Providing outreach to parents and meet for formal consultations to provide feedback and support.
- Organizing and facilitating voluntary peer-to-peer forums as requested to provide non-medical counseling to caregivers, interacting as necessary with installation POCs, caregivers to coordinate logistics and to stay abreast of caregiver issues and challenges to use as a conduit for information flow.

#### 5.4 EDUCATIONAL MATERIALS AND PRESENTATIONS

The Contractor shall develop (after MC&FP COR and program office approval) or modify (provided by the COR and program office as Government furnished property) a variety of educational materials and presentations on specific subject areas herein including, but not limited to, deployment and reintegration, coping with separation, loss and grief, effects of deployment on children, communication, and compassion fatigue/caring for the caregiver. The COR and the program office shall review/approve all materials, formats and delivery timeframes prior to dissemination.

#### 5.5 ON-DEMAND AND SHORT TERM SURGE EVENTS

If a planned event is cancelled, the Contractor shall be allowed payment of all reasonable charges associated with event preparation if the notice of cancellation is received five business days or less prior to the date of the event.

#### 6.0 COUNSELOR ASSIGNMENTS

Counselors provide face-to-face, worldwide support through either rotational, surge, or on-demand assignments. Rotational assignments provide counseling support up to 12 months. The Contractor shall maximize the number of 12 month assignments for counselors supporting active duty locations. Surge support is provided for a specified period of time of up to 90 days. On-demand support is provided for a specified period of time, typically one to three days. Camp support is one to seven days for short term camps, and up to three months for long term camps.

Counselors may be required individually or in teams. For service continuity purposes, the Contractor shall minimize the number of counselors staffing the individual assignment, and it is unacceptable to the Government if all personnel rotate simultaneously.

The Contractor is required to staff rotations in accordance with each country's respective Status of Forces Agreement (SOFA).

All counselor assignments in this section will be requested using the Government provided system. Contractors will have access to this system to provide staffing and costing information to the Government.

For all counselor assignments, the Contractor shall ensure that all counselors have submitted the required documentation and have undergone a criminal history background, fingerprint, and credentials review/verification, prior to submitting the counselor for consideration by the Government for an assignment. The Contractor shall not send a counselor to any location at any time during the performance of this contract until a background check is conducted in accordance with Section 4.

The following sections provide a brief description of assignments within CLIN structures. See Section B IDIQ Pricing for CLIN Type.

## 6.1 ROTATIONAL ASSIGNMENTS

This section addresses rotational assignments for active duty and National Guard and Reserves military personnel and their families, which are primarily installation based, but includes off installation schools, recruiting stations, and similar off base military and civilian facilities. Assignment lengths are 12 months for active duty and 6 months for the National Guard and Reserves, or the length of the academic year for school CYB-MFLCs. Rotational assignments of 12 months for active duty and 6 months for the National Guard and Reserves may be considered for extension on a case-by-case basis if requested by the respective Service. Unless otherwise directed by the Government, counselors assigned to a school to cover the academic school year shall not remain on the installation during school recesses/breaks and provide services. The Contractor shall not vacate a CYB-MFLC school assignment early to fill a summer camp assignment; thereby leaving a gap in the school assignment. Conversely, a CYB-MFLC shall not vacate a summer camp assignment to fill a school assignment; thereby leaving a gap in the summer camp assignment.

The Government requires continuous consistent coverage with no breaks in service during an assignment. The Government requires a seamless and transparent transition between the outgoing and incoming counselors for both CONUS and OCONUS situations. During this transition, the outgoing counselor shall, at a minimum, convey pertinent data such as installation points of contact (POC) and procedures, critical issues, and status of the installation's current counseling needs.

The Contractor shall staff all initial rotational assignments at the time of contract award. See Section B Baseline Footprint spreadsheet. The Contractor shall staff any new rotational assignments after award within 30 days.

### 6.1.1 CATEGORY: ROTATIONAL GENERAL MFLC

Description: MFLCs usually based out of the installation's family center or resiliency center or the National Guard and Reserves Joint Force Headquarters supporting adult participants. Additionally this includes facilitating support for the Military Caregiver Personalized Experiences Engagement and Resources (PEER) Forum Initiative.  
Assignment length: 12 months for active duty, and 180 days for the National Guard and Reserves.  
Location: Both CONUS and OCONUS.

### 6.1.2 CATEGORY: ROTATIONAL GENERAL CYB-MFLC

Description: CYB-MFLCs are usually based out of the installation's family center or resiliency center or the National Guard and Reserves Joint Force Headquarters supporting children.  
Assignment length: 12 months for active duty, and 180 days for the National Guard and Reserves.  
Location: Both CONUS and OCONUS.

6.1.3 CATEGORY: ROTATIONAL CDC CYB-MFLC

Description: CYB-MFLCs provide support to children and parents at the CDCs.  
Assignment length: 12 months.  
Location: Both CONUS and OCONUS.

6.1.4 CATEGORY: ROTATIONAL SCHOOL CYB-MFLC

Description: CYB-MFLCs provide support to children and parents at schools.  
Assignment length: The local academic school year.  
Location: Both CONUS and OCONUS.

6.1.5 CATEGORY: ROTATIONAL EMBEDDED MFLC

Description: An MFLC assigned to a specific military unit e.g. Air Force Wing, Marine Regiment, or Army Brigade.

Assignment length: 12 months

Location: Both CONUS and OCONUS.

6.1.6 CATEGORY: ROTATIONAL EMBEDDED CYB-MFLC

Description: A CYB-MFLC assigned to a specific military unit e.g. Air Force Wing, Marine Regiment, or Army Brigade.

Assignment length: 12 months

Location: Both CONUS and OCONUS.

6.2 SURGE ASSIGNMENTS

MFLCs and CYB-MFLCs may provide surge support up to 90 days for Active Duty and the National Guard and Reserves. Assignment extensions may be requested by the commander. Historically, the average duration for Active Duty surge assignments is 50 days and the average duration for National Guard and Reserves surge assignments is 95 days because of extension requests.

For assignments of more than 90 days, the Contractor shall ensure that coverage is provided to fulfill the assignment maintaining the quality of the counseling services and there may be more than one counselor needed to complete the assignment due to days that the originally assigned counselor is unavailable. This is also at the discretion of the COR, PM, and Government POCs at the location.

The Contractor shall acknowledge receipt of the surge request within one business day. If the Contractor cannot or refuses to perform the assignment, an explanatory justification must be sent no later than three days after receipt to the COR and Alternate COR.

1) Active Duty Component

This section is for surge assignments for Active Duty military personnel and their families, which is primarily installation based, but includes off installation schools, recruiting stations, and similar off base military and civilian facilities.

The Government's requirement is for consistent, continuous and quality MFLC counseling services which shall be provided for every assignment.

2) National Guard and Reserves

Surge support MFLCs and CYB-MFLCs for the National Guard and Reserves may occur at various locations throughout a state depending on the needs of the state.

The Government's requirement is for consistent, continuous and quality MFLC counseling services that shall be provided for every assignment.

6.2.1 CATEGORY: SURGE GENERAL MFLC ACTIVE DUTY

Description: MFLCs are typically assigned to a specific military command.

Assignment length: Up to 90 days.

Location: Both CONUS and OCONUS.

- 6.2.2 **CATEGORY: SURGE GENERAL CYB-MFLC ACTIVE DUTY**  
 Description: CYB-MFLCs are typically assigned to a specific military command.  
 Assignment length: Up to 90 days.  
 Location: Both CONUS and OCONUS.
  
- 6.2.3 **CATEGORY: SURGE GENERAL MFLC NATIONAL GUARD AND RESERVES**  
 Description: MFLCs are typically assigned to a specific state, Headquarters Command component, or areas of a state with a sufficient population density of eligible participants.  
 Assignment length: Maximum 180 days per counselor  
 Location: Both CONUS and OCONUS.
  
- 6.2.4 **CATEGORY: SURGE RECRUITING MFLC**  
 Description: An MFLC assigned to support recruiters in geographically dispersed locations.  
 Assignment length: Maximum 90 days.  
 Location: CONUS.
  
- 6.2.5 **CATEGORY: SURGE RECRUITING CYB**  
 Description: An MFLC assigned to support recruiters in geographically dispersed locations.  
 Assignment length: Maximum 90 days.  
 Location: CONUS.
  
- 6.2.6 **CATEGORY: SURGE GENERAL CYB-MFLC NATIONAL GUARD AND RESERVES**  
 Description: CYB-MFLCs are typically assigned to a specific state, Headquarters Command component, or areas of a state with a sufficient population density of eligible participants.  
 Assignment length: Maximum 180 days per counselor  
 Location: Both CONUS and OCONUS.

**6.3 ON-DEMAND ASSIGNMENTS FOR NATIONAL GUARD AND RESERVES**

These events, typically lasting 1-3 days, are held primarily in the 50 states and U.S. territories. MFLCs and CYB-MFLCs may be deployed to support drill weekends, Yellow Ribbon Reintegration Program events, and family events. The Section B Baseline Footprint spreadsheet has been provided to demonstrate the approximate magnitude of On Demand assignments.

The MC&FP COR and program office will determine the staffing levels required for each event. At each event, the Contractor shall perform the traditional walk-around counseling/coaching services and establish a visible and easily accessible location to distribute educational materials.

MFLC and CYB-MFLC support for on-demand events for the National Guard and Reserves will be processed through a Government provided request system. Contractors will have access to the Government provided request system to provide staffing and costing information to the Government.

The Contractor shall acknowledge receipt of the surge request within one business day. If the Contractor cannot or refuses to perform the assignment, an explanatory justification must be sent no later than three days after receipt to the COR and Alternate COR.

- 6.3.1 **CATEGORY: ON-DEMAND GENERAL MFLC**  
 Description: MFLCs are typically assigned to support drill weekends, Yellow Ribbon Reintegration Program events, and family events.  
 Assignment length: 1-3 days.

Location: Both CONUS and OCONUS.

#### 6.3.2 CATEGORY: ON-DEMAND GENERAL CYB-MFLC

Description: CYB-MFLCs are typically assigned to support drill weekends, Yellow Ribbon Reintegration Program events, and family events.

Assignment length: Up to 1-3 days.

Location: Both CONUS and OCONUS.

#### 6.4 CAMP SUPPORT

The MC&FP COR and program office will determine the staffing levels required for each event. At each event, the Contractor shall perform the traditional walk-around counseling/coaching services and establish a visible and easily accessible location to distribute educational materials. The Contractor shall distribute a variety of educational materials, either created by the Contractor (approved by the MC&FP COR and program office) or provided by the MC&FP COR and program office, to address the wide range of needs. All printing shall be in accordance with the Joint Committee on Printing and the Government Printing Office guidelines.

Camp Support is available to members of active duty military personnel, National Guard, Reserves, and their families.

CYB-MFLC support for camp events for the National Guard and Reserves will be processed through a Government provided request system. Contractors will have access to the system to provide staffing and costing information to the Government.

#### Long Term Camps

Examples are: Department of Defense Education Activity (DoDEA) Child and Youth Program (CYP) Summer Enrichment Programs which operate during the summer months to support summer school, camps, and summer child and youth programs DoD-wide. Typically these camps are installation-based in both CONUS and OCONUS locations, with an assignment length of up to three months during the summer.

#### 6.4.1 CATEGORY: CAMP SUPPORT GENERAL CYB-MFLC

Description: CYB-MFLCs are typically assigned to support long term camps. See immediately above.

Assignment length: Up to 90 days.

Location: Both CONUS and OCONUS.

#### Short Term Camps

Examples are: National Military Family Association (NMFA) Operation Purple Camps; Operation Military Kids, Camp Corral; YMCA Camps; and Purdue Extension Camps. Typically these camps are based in both CONUS and OCONUS locations, with an assignment length of up to seven days throughout the year.

#### 6.4.2 CATEGORY: CAMP SUPPORT GENERAL CYB-MFLC

Description: CYB-MFLCs are typically assigned to support short term camps. See immediately above.

Assignment length: Up to seven days.

Location: Both CONUS and OCONUS.

## 6.5 TECHNICAL DIRECTION PROCESS (TDLs and UNIs)

The Government will specify counseling services through the use of Technical Direction Letters (TDLs) and Unique Numerical Identifiers (UNIs). The COR issues a TDL to the Contractor which identifies the type of counselor requested, the length and location of the assignment, and the UNI assigned to the assignment. A UNI is the unique identifier for each counselor assignment. See Attachment J-6 Technical Direction Letter Template, for a sample TDL.

The Contractor shall staff an assignment that has been approved by the Government in response to a TDL. For every counselor assignment there is a UNI. At the beginning of a period of performance (e.g. award or Option Period exercise), the Government will issue a batch TDL which references multiple UNIs for assignment by the Contractor.

## 6.6 SCHEDULING AND LOGISTICS

### 6.6.1 SCHEDULING

The Contractor shall establish a schedule in collaboration with the designated installation POCs. The normal work schedule is a highly flexible 40-hour work week. This may involve counselors flexing their hours to accommodate evening and/or weekend support needs. Situations and/or meetings, briefings and appointments may extend the daily work schedule that counselors must attend, as requested by the installation Government POC. Counselors' hours shall be flexible to meet the needs of the organization and families which will include evenings, weekends, and Federal holidays, as needed for meeting with families and overall outreach.

For example, a counselor may meet with a family group at 1800 hours and meet a returning plane on the tarmac at 0200 hours. Under these extended hours, start times shall be adjusted to accommodate the workload.

### 6.6.2 COUNSELOR DAILY ACTIVITY

Rotational and Reserve Component counselor daily activity shall reflect an average minimum of 4 hours daily of providing in person counseling and augment that with ancillary activity daily in an 8 hour day. An in- person counseling activity is considered to occur when the counselor engages a participant, determines the participant is in need of counseling, and provides the limits of confidentiality statement to the participant. Ancillary activities may include but are not limited to consultation with a commander or with another provider or staff (Family Center Director, chaplain, Principal, School Liaison Officer, teacher, Camp Director etc.) about how to enhance resiliency, conducting briefings and presentations, or providing referral resources to a participant outside the context of a counseling session.

## 7.0 ACCOUNTABILITY

The Contractor shall demonstrate the day to day accountability of counselors on assignments, that is, the Contractor shall demonstrate that: counselors are checking in and out with the local POC; and that counselors are collaborating/ coordinating/ communicating with the local POC to ensure they are working on areas of need as identified by the POC. At a minimum, the MFLC or CYB-MFLC shall establish accountability with their local Government and Contractor POCs when they start and finish each work day, either through email or some other auditable process.

### 7.1 PROGRAM MANAGEMENT

The purpose of the Contractor's program management effort is to effectively manage the worldwide counseling programs described in this PWS which address the behavioral and psychological health of military service members and their families. These are critically important and highly visible programs, which present enormously complex logistical and management challenges.

## 7.2 GENERAL PROGRAM MANAGEMENT

The Contractor shall have a comprehensive program management plan and a dedicated program management team to ensure the delivery of high quality services, effective financial/travel management controls and processes; organizational resources; and management controls to meet the cost, performance, schedule requirements, report requirements, record keeping requirements and quality control for this effort. This team shall be responsible for all service delivery, management of subcontractors, and the development/implementation of the MFLC program of their Contractor Personnel.

The management plan shall define a program management team including but not limited to Key Personnel. The Contractor shall identify the Key Personnel by name and title in Section H.9. At a minimum, Key Personnel are the Program Manager and Deputy Program Manager, with the authority to speak and act on behalf of the Contractor with the Government. The program management team shall have experience managing a program of similar complexity, scope, and magnitude.

Upon execution of each contract Option Period, the Contractor shall ensure all requirements herein are complete to ensure a seamless transition of services to the new contract Option Period.

## 7.3 QUALITY ASSURANCE AND CONTROL

The Contractor shall ensure that military service members and their families receive the highest quality services possible.

The Government will provide a Quality Assurance Surveillance Plan (QASP); see Attachment J-12 Quality Assurance Surveillance Plan, describing the methods of inspection, required reports, and resources to be used. This plan will detail the methods of surveillance for each contract requirement, the evaluation procedures to be used for each surveillance method, and the approach for implementation of the QASP.

The Contractor shall develop and implement a Quality Assurance Plan (QAP) to ensure that the performance standards and thresholds contained within the QASP are met or exceeded. This self-inspection plan will describe the internal staffing and procedures that will be used to monitor contract compliance, quality, quantity, timeliness, responsiveness, customer satisfaction, and other delivery requirements, compliance of all counselors with required credentialing, licensure, and background checks, and all services provided under this contract.

The Contractor shall use the standards of the QAP to measure performance of counseling services, and report the results to the Government as specified in the report. See Section 9.0 Reporting. The Contractor shall follow the approved quality procedures to identify, prevent, and ensure non-recurrence of defective services.

The Government reserves the right to inspect for contract compliance and quality by following various methods which include the QASP but are not limited to random sampling, periodic inspection, recurring review of credentialing records and training, customer satisfaction surveys/discussions, and data calls via

ad hoc reports. This formal/informal sampling may take place at any location and at any time during performance of this contract.

## 8.0 TRANSITION

### 8.1 TRANSITION-IN

Immediately after award of the initial Task Order, the Contractor shall implement a three (3) month transition-in period to transfer services from the incumbent Contractor. During the transition-in period, the Contractor shall obtain the appropriate security clearances (including interim security clearances as needed), become familiar with standard operating procedures (SOPs), and assume the full execution of the requirements of the initial Task Order. During the transition-in period, the Contractor shall work closely with the incumbent Contractor to ensure a smooth transition of services. The Contractor's program management structure, organization, and facilities shall be in place and fully operational at the end of the three (3) month transition-in period. At completion of the transition-in period, the Contractor shall have full responsibility for all requirements covered under the initial Task Order.

During the transition period, the Contractor shall provide a weekly report, in a Government approved format, detailing the status of implementation. Meetings shall take place weekly, bi-weekly or as required by the Government to monitor the progress of transition.

### 8.2 TRANSITION-OUT

The Contractor shall provide comprehensive assistance and documentation requested by the Government and/or Contractors to facilitate an orderly exit, and possible transition to a new Contractor, upon notice of termination or expiration of the contract. This assistance and documentation includes, but is not limited to, the following:

- 1) Return all Government assets, including equipment, software, and documentation;
- 2) Hand in property held by individuals, such as building passes and office keys;
- 3) Submit a final invoice;
- 4) Support Government audit; and
- 5) Coordinate/Cooperate with incoming vendor and assist in transition.

All transition out services shall be in accordance with FAR 52.237-3 -- Continuity of Services.

## 9.0 REPORTING

- 1) The Contractor shall be highly responsive, flexible, and timely in providing all required standard data elements formatted and named as the Government requests, as well as ad hoc and other requested data elements or reports. Ad hoc data elements or reports encompassing various topics/subjects of interest are critical for program decision-making, high-level Government inquiry and reporting. For example, an ad hoc report may be required within a few hours of the request while more comprehensive reports may take longer to obtain but are still needed in a timely manner.
- 2) All data will be the property of the Government. By the end of each work day, the counselor shall submit activity data in the Government-provided database for each face-to-face and ancillary contact conducted that day. The Contractor shall apply quality assurance measures prior to sending data to the Government.

- 3) The Contractor shall also be prepared to collect and upload to the designated Government database data elements in formats to be determined. The timeframe for submission of the additional Data Dictionaries will be provided by the Government.
- 4) Within 24 hours of becoming aware of an Adverse Incident (AI), the Contractor shall upload AI data elements (Attachment J-1 MFLC Program Adverse Incident Report for Government Compliance Review) to the designated Government database.
- 5) By close of business every Wednesday, the Contractor shall upload to the designated Government data base, data from the Credentialing Report data elements (Attachment J-8 Weekly Credentialing Report Data Elements) and the Order Deficiency Report data elements (Attachment J-9 Order Fulfillment Deficiency Report Data Elements). The Contractor shall apply quality assurance measures prior to sending data to the Government.
- 6) By close of business on the 15th of each month, the Contractor shall upload Quality Assurance data elements (Attachment J-12 Quality Assurance Surveillance Plan) to the designated Government database.
- 7) By close of business on the 15th of each month, the Contractor shall upload Invoice data elements (Attachment J-10 Invoice Template) to the designated Government database.
- 8) By close of business on the 15th of each month, the Contractor shall provide a Contract Financial Status Report, as described in Section F.6 Contract Deliverables, and a Contract Funds Status Report as prescribed in Attachment J-11 Contract Funds Status Report Template.
- 9) By noon, eastern, every Monday, the Contractor shall provide a weekly travel authorization request.
- 10) By noon, eastern, every Monday, the Contractor shall provide a weekly ODC authorization request.

**SECTION D – PACKAGING AND MARKING**

**D.1 Packaging and Marking**

The contractor shall deliver all of the reports and other deliverables required under this contract to the individuals identified as recipients. The majority of the deliverables under this contract will be delivered electronically and in file types/format specified by the Government. Sections C and F of the contract describe the majority of the required deliverables; however, other deliverables and reports are specified elsewhere in the contract or at the task order level.

The following is a summary of the reports and other deliverables that are fully described in Sections C and F of the contract:

Title	Description	Frequency/Due Date
Weekly Transition Report	Describing status of the implementation	Weekly, by close of business (COB) on Monday
Ad Hoc Data Elements and/or Reports	Ad hoc data elements or reports encompassing various topics/subjects of interest that are critical for program decision-making, high-level Government inquiry and reporting.	As needed
Activity Reporting	Description of each face-to-face and ancillary contact conducted that day	Daily
Data Dictionary Elements	The Contractor shall collect and upload to the designated Government database data elements for up to 20 additional Data Dictionaries in formats to be determined.	As specified by the Government
Adverse Incident (AI)	Upload AI data elements	Within 24 hours of becoming aware of an AI
Credentialing Report Data Elements	Upload required data elements per Attachment J-8	By COB every Wednesday
Order Fulfillment Deficiency Report Data Elements	Upload required data elements per Attachment J-9	By COB every Wednesday
Quality Assurance Data Elements	Upload required data elements per Attachment J-12	15 <sup>th</sup> of each month
Invoice Data Elements	Upload required data elements per Attachment J-10	15 <sup>th</sup> of each month
Contract Financial Status Report	As described in Section F.6	15 <sup>th</sup> of each month
Contract Funds Status Report	As described in Attachment J-11	15 <sup>th</sup> of each month
Educational Materials and Presentations	As described in PWS Section C 5.4	As specified by the Government
Weekly Travel Authorization Request	As described in PWS Section B.9, F.6, and Attachment J-15	By noon Eastern Time every Monday

Title	Description	Frequency/Due Date
Weekly ODC Authorization Request	As described in PWS Section B.6.	By noon Eastern Time every Monday
Certification: Counselor and Supervisor Licensure, Credential, Experience, and Background Checks	As described in PWS Section C 4.2	Annually, on a date to be specified by the Government
Certification: Counselor and Supervisor Knowledge of Military Culture, Issues, and Contractual Requirements	As described in PWS Section C 4.3	Annually, on a date to be specified by the Government

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the clauses at FAR “52.252-2 Clauses Incorporated by Reference” in Section I of this contract. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/vffar1.htm>

FAR 52.246-4, Inspection of Services--Fixed Price (AUG 1996)

FAR 52.246-6, Inspection--Time-And-Material and Labor-Hour (MAY 2001)

### E.2 Inspection and Acceptance – Services

Inspection, acceptance, and rejection will be based upon compliance with the contract Performance Work Statement (PWS) requirements. Payment will be made in accordance with FAR 52.232-25, Prompt Payment.

Inspection of services to be furnished hereunder shall be performed by the COR in accordance with FAR clauses 52.246-4 and 52.246-6 above, and any other FAR, DFARS (Defense), or DIAR (Interior) clauses specified in this contract. The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform to all aspects of the PWS and the contract requirements.

### E.3 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed by the COR, Program Manager, or CO at the place of delivery. All invoicing shall be in accordance with the Task Orders and Attachment J-10, Invoice Template. Deliverable items and services that are rejected shall be corrected in accordance with applicable clauses.

General quality measures, in accordance with the contractor’s Quality Control Plan, the Government Quality Assurance Surveillance Plan, Task Order and as set forth below, will be applied to each work product and service received from the contractor under the PWS:

- Work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- All text and diagrammatic files shall be editable by the Government.
- Work products shall be submitted on or before the due date specified in the PWS/deliverables table, Task Order or submitted in accordance with a later scheduled date determined by the Government.

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/>

FAR 52.242-17, Government Delay of Work (APR 1984)

### F2. Period of Performance

The period of performance this contract is ten years as follows:

May 17, 2018 through May 16, 2028.

\*The Base Period includes 3 months to Transition In and 9 months of full performance.

The period of performance for each TO awarded under the Basic Contract shall be specified in the TO. Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Basic Contract. Notwithstanding anything to the contrary above, a multi-year Order placed under the Basic Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

### F.3 Place of Performance

The places of performance for this contract may include contractor site(s) and/or sites identified (through ongoing assessments of client needs) by the contractor, with concurrence from the COR.

The places of performance are all of the locations where counseling services are required including, but not limited to, 223 military installations or nearby civilian communities located in all 50 states, the District of Columbia, U.S. territories and commonwealths, and 17 foreign countries. Places of performance are described within assignment footprints provided at the task order level, and in Technical Direction Letters that provide specific locations and dates of expected service.

### F.4 FAR Clauses Incorporated by Full Text

52.242-15 – Stop Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause.

Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### F.5 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COR in writing, giving the pertinent details, provided however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

## F.6 Contract Deliverables

The following is a summary of the reports and other deliverables that are fully described in Sections C and D of the contract. The majority of the deliverables under this contract will be delivered electronically and in file types/format specified by the Government:

Title	Description	Frequency/Due Date
Weekly Transition Report	Describing status of the implementation	Weekly, by close of business (COB) on Monday
Ad Hoc Data Elements and/or Reports	Ad hoc data elements or reports encompassing various topics/subjects of interest that are critical for program decision-making, high-level Government inquiry and reporting.	As needed
Activity Reporting	Description of each face-to-face and ancillary contact conducted that day	Daily
Data Dictionary Elements	The Contractor shall collect and upload to the designated Government database data elements for up to 20 additional Data Dictionaries in formats similar to the Activity Report Form Data Dictionary.	As specified by the Government
Adverse Incident (AI)	Upload AI data elements	Within 24 hours of becoming aware of an AI
Credentialing Report Data Elements	Upload required data elements per Attachment J-8	By COB every Wednesday
Order Fulfillment Deficiency Report Data Elements	Upload required data elements per Attachment J-9	By COB every Wednesday
Quality Assurance Data Elements	Upload required data elements per Attachment J-12	15 <sup>th</sup> of each month
Invoice Data Elements	Upload required data elements per Attachment J-10	15 <sup>th</sup> of each month
Contract Financial Status Report	As described in Section F.6	15 <sup>th</sup> of each month
Contract Funds Status Report	As described in Attachment J-11	15 <sup>th</sup> of each month
Educational Materials and Presentations	As described in PWS Section C 5.4	As specified by the Government
Weekly Travel Authorization Request	As described in PWS Section B.9, F.6, and Attachment J-15	By noon Eastern Time every Monday
Weekly ODC Authorization Request	As described in PWS Section B.6	By noon Eastern Time every Monday
Certification: Counselor and Supervisor Licensure, Credential, Experience, and Background Checks	As described in PWS Section C 4.2	Annually, on a date to be specified by the Government

Title	Description	Frequency/Due Date
Certification: Counselor and Supervisor Knowledge of Military Culture, Issues, and Contractual Requirements	As described in PWS Section C 4.3	Annually, on a date to be specified by the Government

In addition, the contractor shall provide the following reports on a monthly basis, due by the 15<sup>th</sup> of the month succeeding the reported month:

a. Contract Financial Status Report – provided in the contractor’s format that minimally addresses at an executive summary level the overall financial status of the contract, provides a description of issues that are effecting the financial performance of the contract, a description of any initiatives or efforts to be undertaken to resolve problematic areas of financial performance, and a listing by CLIN of the current contract funding level, cumulative billing through the month being reported, estimated billing for the remainder of the period, and the estimated funds remaining for the given period of the contract.

b. Contract Funds Status Report – the contractor shall provide a detailed report in the format provided in Attachment J-11.

c. Additional Reports - the Government reserves the right to request additional reports which will be requested at the Task Order level.

## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (Section J, Attachment A). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

#### **G.1.1 CONTRACT ADMINISTRATION**

Contracting Officer’s Representative:

Frank Little  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 735-6921  
Email: [frank.little@gsa.gov](mailto:frank.little@gsa.gov)

Alternate Contracting Officer’s Representative:

Sandra Martinez  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: 202-297-7808  
Email: [sandra.martinez@gsa.gov](mailto:sandra.martinez@gsa.gov)

Alternate Contracting Officer’s Representative:

Lamar Harris  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 795-0907  
Email: [Lamar.harris@gsa.gov](mailto:Lamar.harris@gsa.gov)

Technical Points of Contact:

Anthony Jackson  
DoD, Military Community and Family Policy  
[anthony.s.jackson10.civ@mail.mil](mailto:anthony.s.jackson10.civ@mail.mil)  
(571) 372-5329 (Desk)  
(571) 286-6377 (Cell)

a. The MC&FP Program Managers for this effort are as follows:

Lee A. Kelley  
Director, Military Community Support Programs  
DoD, Military Community and Family Policy  
Voice: (571) 372-0879  
4800 Mark Center Drive Room 14E08  
Alexandria, VA 22350-2300  
lee.a.kelley3.civ@mail.mil

Winifred (Windi) Swinson  
Associate Director for Operations and MFLC Program Manager  
Military Community Support Programs  
DoD, Military Community and Family Policy  
Winifred.d.swinson.civ@mail.mil  
(703)693-5685 (Desk)  
(703)362-1892 (Cell)

b. The COR supports the Contracting Officer (CO)/Contract Specialists (CS) during administration of this effort by:

- 1) Recommending rejection of deliverables;
- 2) Providing technical clarification relative to overall workload matters;
- 3) Providing advice and guidance to the Contractor in the preparation of deliverables and service;
- 4) Providing acceptance of deliverable products to assure compliance with requirements.

c. The COR, Program Manager, or CO also provide technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general PWS for this effort. Neither the COR nor the Program Manager has the authority to and may NOT issue any technical direction which:

- 1) Constitutes an assignment of work outside the general scope of this effort;
- 2) Constitutes a change as defined in the "Changes" clause;
- 3) In any way causes an increase or decrease in cost or the time required for performance;
- 4) Changes any of the terms, conditions, or other requirements of this effort; or
- 5) Suspends or terminates any portion of this effort.

d. All technical direction shall be issued in writing by the COR, Program Manager, or CO or will be confirmed by the COR, Program Manager, or CO in writing within 10 calendar days after verbal issuance. An electronic copy of the written technical direction shall be furnished to the CO and the CS monthly for invoice verification purposes.

e. In addition to providing technical direction, the COR will:

- 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CS, any changes in the requirement;
- 2) Assist the Contractor in the resolution of technical problems, with the assistance of the Program Manager, encountered during performance; and
- 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within the PWS.
- 4) If in the opinion of the Contractor, any instruction or direction issued by the COR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction, with an informational copy to the CS.

## **G.2 CONTRACTING OFFICER (CO) AUTHORITY**

Contracting Officer:

Bobby Wade  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 603-0283  
Email: [Robert.wade@gsa.gov](mailto:Robert.wade@gsa.gov)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the CO on any contract, Task Order, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed CO. The Contractor is hereby put on notice that in the event a Government employee other than the CO directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the CO before making the deviation. Payments will not be made without being authorized by an appointed CO with the legal authority to bind the Government.

It should be noted that in addition to the CO, the contract permits the COR and Program Manager to issue Technical Direction Letters (TDLs) specifying Unique Numerical Identifiers (UNIs) along with other information as described in Section C, paragraph 6.5.

## **G.3 GOVERNMENT REPRESENTATIVES**

This contract will be administered by an authorized representative of the CO, designated as the CS. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms and conditions of the contract between the Contractor and any person other than the CO be effective or binding upon the Government, unless formalized by proper contractual documents executed by the CO prior to completion of this contract.

The COR will be designated by the CO as the authorized representative of the CO. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should only be contacted regarding issues of a technical nature.

In compliance with the FAR 16.505(b)(8) requirement for a designated Task Order and delivery order ombudsman, the GSA ombudsman can be contacted utilizing the resources on this website:

<https://www.gsa.gov/policy-regulations/policy/acquisition-policy/gsa-ombudsman>

The ombudsman's role is to review complaints from contractors and ensure that they are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

## **G.4 ORDERING PROCEDURES UNDER MULTIPLE AWARD CONTRACTS**

### **G.4.1 ORDERING PROCEDURES**

This section describes the ordering procedures for Task Orders.

The following describes the ordering procedures, in accordance with 16.505, and FAR 52.216-18—Ordering, that the Government will use in issuing orders, including the ordering mechanism; and since multiple awards are anticipated, the stated procedures the Government will use to provide IDIQ contract holders a fair opportunity to be considered for each order (NOTE: these procedures are not applicable to the issuance of TDLs that are described in Section C, paragraph 6.5.) Selection criteria, inclusive of the basis of award and the evaluation criteria including price will be designated within the Task Order solicitation or other means such as oral quote:

a. General Ordering Procedures: The following are the general ordering procedures to fulfill a requirement:

i. The IDIQ contract(s) provide for an indefinite quantity within the stated limits as designated in Section B and FAR 52.216-19—Order Limitations for services during a fixed period of performance.

ii. The Government places orders for individual requirements for which the quantity limits may be stated as number of units or as dollar values for each professional services requirement.

iii. Each IDIQ contract(s) requires the Government to order and the Contractor to furnish at least a stated minimum quantity of services. In addition, if ordered, the Contractor must furnish any additional quantities, not to exceed the stated maximum.

iv. Each IDIQ contract(s) specifies the maximum or minimum amounts that the Government may order under each Task Order and the maximum that it may order during a specific period of time.

v. Only CO(s) within the Department of the Interior are authorized to issue orders.

vi. Oral orders by CO(s) within the Department of the Interior are authorized, if appropriate, provided that the Government has established procedures for obligating funds and that oral orders are confirmed in writing.

vii. The CO does not synopsise orders under these IDIQ contract(s) for professional services;

viii. Individual orders shall clearly describe all services to be performed so the total amount for the performance of the work can be established when the order is placed.

ix. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract.

x. Performance-based acquisition methods must be used to the maximum extent practicable. The Government may issue requirements as a Statement of Objectives (SOO), Performance Work

Statement (PWS), or a Statement of Work (SOW).

xi. Submission requirements will be kept to a minimum to the maximum extent practicable.

xii. Each order exceeding \$3,500 shall be placed on a competitive basis unless supported by a written determination that one of the circumstances described at 16.505(b)(2)(i) applies to the order and the requirement is waived on the basis of a justification that is prepared in accordance with 16.505(b)(2)(ii)(B).

xiii. The Government reserves the right to determine the factors to be evaluated at the Task Order level.

b. Fair Opportunity Ordering Procedures: The following are the fair opportunity ordering procedures to fulfill a requirement:

i. In accordance with FAR 16.505 Ordering, each awardee will be provided a fair opportunity to be considered for each order exceeding \$3,500. In determining the procedures for providing the awardees a fair opportunity to be considered for each order, the Government shall compete the orders among all contract awardees. Accelerated or streamlined procedures may be used, such as oral proposals or oral presentations, when selecting a Task Order awardee. If the order does not exceed the micro-purchase threshold of \$3,500, the Government need not contact each of the multiple awardees under the contract before selecting an order awardee if the Government has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

ii. The Government shall give every awardee a fair opportunity to be considered for Task Orders exceeding \$3,500 unless one of the following exceptions applies:

(a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;

(b) Only one Contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(c) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

(d) It is necessary to place an order to satisfy a minimum guarantee;

(e) A statute expressly authorizes or requires that the purchase be made from a specified source.

(f) For orders exceeding \$3,500, but not exceeding the simplified acquisition threshold, the Contracting officer may utilize an exception to the fair opportunity process.

c. Task Order Content: The following is the Task Order content, as applicable, for each order issued:

i. Date of order;

ii. Contract number and order number;

iii. Order type;

- iv. Contract Line Item Numbers; Travel (if any), ODCs (if any); and Ceiling Price
  - v. Statement of Work, Statement of Objectives, or Performance Work Statement.
  - vi. Delivery or performance schedule.
  - vii. Place of delivery or performance (including consignee).
  - viii. Any packaging, packing, and shipping instructions.
  - ix. Accounting and appropriation data.
  - x. Method of payment and payment office.
- d. Ordering Procedures for Task Orders Exceeding \$5.5 Million: For task or delivery orders in excess of \$5.5 million, the requirement to provide all awardees a fair opportunity to be considered for each order shall include, at a minimum—
- i. A notice of the task or delivery order that includes a clear statement of the agency's requirements;
  - ii. A reasonable response period;
  - iii. Disclosure of the significant factors and sub-factors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;
  - iv. Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
  - v. An opportunity for a post-award debriefing.
  - vi. The following will be considered when developing the evaluation factors for Task Order award(s):
    - (a) The Government reserves the right to determine the factors to be evaluated at the Task Order level.

#### **G.4.2 UTILIZING SCALABLE CAPACITY ON TASK ORDER AWARDS**

Scalable capacity will be evaluated by the Government at the time of the Task Order award(s). At any time after award, the Government may fulfill additional requirements for counselors above the baseline number of counselors by utilizing the scalable capacity.

#### **G.5 INVOICE SUBMISSION**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(from GSA Form 300, Block 2)*

Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)

FEDSIM Project Number: DE01009

Project Title: *Military and Family Life Counseling (MFLC)*

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information System (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. The FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at [AASBS.helpdesk@gsa.gov](mailto:AASBS.helpdesk@gsa.gov).

## **G.6 INVOICE REQUIREMENTS**

By the 15<sup>th</sup> of each month, the contractor shall submit a draft invoice for all expenses for the previous month to the FEDSIM COR and DoD TPOC for review prior to its submission in GSA ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9. The Government will review the draft invoice and may request supporting documentation such as other direct cost receipts, and for OCONUS travel expenses airfare receipts, lodging expenses, per diem documentation, and other travel related receipts, or other documentation required to support the invoice. Once the draft invoice is determined to be acceptable, the CO will notify the contractor to upload the invoice electronically as described below.

The Government has seven business days after receipt of the draft invoice to determine whether or not the draft invoice is considered "proper." If the invoice is considered improper, the CO or CS will return the invoice to the vendor as soon as practicable after receipt, but no later than seven business days after receipt. The agency will identify all defects that prevent payment and specify all reasons why the invoice is not proper and why it is being returned. This notification to the vendor shall include a request for a corrected invoice, to be clearly marked as such.

If neither a request for additional supporting documentation is provided nor a determination that the invoice is improper is sent to the contractor within seven business days of the Government's receipt of the draft invoice, the contractor may upload the invoice to the GSA ASSIST as described below. The contractor is still required to respond to requests for additional supporting documentation after the seven day period. Any invoice adjustments required subsequent to invoice payment will be handled as a credit from the appropriate party.

Regardless of contract type, the contractor shall report the following metadata:

- a. Contract Number
- b. Task Order Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.
- d. Contractor Name.
- e. Point of Contact Information.
- f. Current period of performance.
- g. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

The contractor may invoice monthly on the basis of hours incurred for the T&M CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form.

The contractor may invoice monthly on the basis of cost incurred for the Materials and Equipment and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title.

#### **G.7 TRAVEL**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

#### **G.8 ADDITIONAL INVOICING INFORMATION**

- a. Invoice Payment

Payments under the Task Orders will be due 30 calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later.

- b. Final Invoice

Within sixty (60) calendar days of the completion of services for each awarded Task Order:

1. The Contractor shall submit a final invoice designated as such by a clear statement of "FINAL INVOICE" on the face of the invoice document.

2. The Contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by the PWS issued with each Task Order.

3. The Contractor shall provide a release of claims against the Government for any further payment under the awarded Order.

The sixty (60) calendar day submission timeframe shall not be extended without written authorization from the CO. In the event items 1, 2, or 3 above are not submitted within the authorized timeframe, the CO may make final cost determinations in order to make final payment and close out the Task Order and/or contract unilaterally.

#### **G.9 TASK ORDER (TO) CLOSEOUT**

The Government will unilaterally close out the TO no later than six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 Transition Requirements

#### Transition-In

At initial task order award(s), the Contractor shall implement a three (3) month Transition-In period to transfer the Military and Family Life Counseling contract from the incumbent Contractor to the incoming Contractor. During the transition period, the incoming Contractor(s) shall provide a weekly report, in the Contractor(s) format, detailing the status of implementation. Face-to-face update meetings or meetings using other than face-to-face formats may take place on a schedule that is weekly, bi-weekly, or varied as requested by the Contracting Officer (CO). Meeting schedules and topics must be suitable to allow the CO, program personnel, and Contracting Officer's Representative (COR) to monitor the transition.

#### Transition-Out

The Contractor shall provide comprehensive assistance and documentation requested by the Government and/or Contractors to facilitate an orderly exit, and possible transition to a new Contractor, upon notice of termination or expiration of the contract. All transition out services shall be in accordance with the Federal Acquisition Regulations (FAR) 52.237-3 -- Continuity of Services.

Refer to the Performance Work Statement in Section C of this contract for additional transition requirements.

### H.2 Clause Modifications

Due to potential unforeseen circumstances attributable to the requirements solicited under this contract, the Government reserves the right to add, delete or modify clauses to facilitate specific conditions on a bilateral basis.

### H.3 Non-Personal Services

This is a non-personal services contract, it is therefore, understood and agreed that the Contractor and/or the Contractor's employees shall:

- a. Perform the services specified in the contract level as independent contractors, not as employees of the government;
- b. Be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of the contract;
- c. Be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and
- d. Pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative as is necessary to ensure accomplishment of the contract objectives.

The Contractor shall include this provision in all subcontracts for Contractor support services under this contract.

#### H.4 Conflict of Interest During Contract Performance

It is the Department of the Interior's (DOI) policy to avoid situations in the procurement process where, by virtue of work or services performed for DOI or the Department of Defense (DoD), or as the result of data acquired from DOI, DoD, or from industry, a particular company:

- a. Is given unfair competitive advantage over the companies in respect to future DOI or DoD business;
- b. Is placed in a position to affect Government actions under circumstances in which there is danger that the company's judgment may be biased; or
- c. Otherwise finds that a conflict exists between the performance of work or devices for Government in an impartial manner and the company's self-interest.

If the Contractor has reason to believe that a task assigned by the CO or a task being performed by the Contractor violates this policy, the Contractor shall notify the CO in writing within three business days and state the reasons why a conflict of interest exists, or may appear to exist. After receiving such notice the CO shall promptly inform the Contractor whether it should begin, or continue, the assigned task.

Further, the Contractor shall ensure that all personnel maintain the highest degree of sensitivity, compassion, and respect for service members and their families. The offeror shall remain free of any political bias and shall ensure consistency of service regardless of installation, location, or any other factor.

#### H.5 Organizational and Consultant/Counselors Conflict of Interest

The Contractor shall insert the substance of this clause in all subcontracts.

- a. It is recognized by the parties hereto that the effort performed by the Contractor under this contract is of a nature that it creates a potential organizational conflict of interest as contemplated under FAR Subpart 9.5.
- b. In the performance of this contract, the Contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The Contractor agrees that it will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field. The Contractor further agrees not to act as a subcontractor or consultant to any other prime Contractor or subcontractor seeking to utilize such data.
- c. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances, which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- d. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

e. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract.

f. The Contractor and all contractor personnel shall remain free of any conflicts of interest when issuing referrals to service members or families. All personnel performing under this contract are expressly prohibited from self-referrals and referring service members and their families to any counseling practice for which the counselor may have a personal, financial or other interest.

#### H.6 Supervision of Contractor Personnel

a. All personnel assigned to render services under this contract shall be at all times under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees and all personnel performing under this contract (including all subcontractors, counselors, and independent consultants) in the performance of the services required under this contract.

b. If the Contractor finds clarification necessary with respect to the scope of the services, which are non-personal services, to be performed hereunder, the Contractor shall request in writing such clarification from the CO.

c. Any and all personnel performing work under this contract shall not, at any time during the contract period of performance, represent themselves as employees of the U.S. Government.

#### H.7 Removal of Contractor/ Counselor Personnel

It is understood that all personnel assigned by the Contractor to the performance of work hereunder must be acceptable to the Government in terms of personal and professional conduct and must successfully pass a background check before obtaining access to the premises. Any person in the Contractor's organization, or in any subcontractor's organization, who is deemed by the CO or the COR to conflict with the interest of the Government, shall be immediately removed from this contract. The reason for removal shall be fully documented in writing by the CO. Any security violations, denials or revocations of security clearance may be construed as grounds for immediate removal from the premises and the contract. Further, the Government shall have the right to cause the Contractor to replace any individual who is determined by the Government to be a security risk, under the influence of alcohol or drugs, physically or mentally impaired (or otherwise unable to fulfill their assignment) to the extent that they cannot perform the tasks established by the contract, or performing in any way that appears to be inconsistent with commercial standards of ethics and/or practice. Such determinations will be made in collaboration with the CO, COR and/or Government Program Manager. These determinations shall not relieve the Contractor from meeting the performance requirements of the contract.

In addition, the Contractor shall use its best efforts to fully vet new personnel and/or newly- assigned personnel before making a duty assignment to ensure that the employee is able to successfully perform his/her duties under the contract in a professional manner. This vetting process shall include reasonable efforts to determine if the new personnel or newly-assigned personnel have ever been removed from performing on another MFLC contract or terminated, removed, quit in lieu of termination or otherwise prohibited from performing counseling services for any public/private employer.

#### H.8 Non-Payment for Additional Work

Any additional services or a change to the work specified which may be performed by the Contractor, either at  
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the Contractor's own volition or at the request of an individual other than a duly appointed CO except as may be explicitly authorized in the contract, is not authorized and will not be paid for. Only a duly appointed CO is authorized to change the specifications, terms and conditions of this contract.

#### H.9 Key Positions and Personnel

a. The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the key position requirements. Key positions, as identified by the Government (Section C, Paragraph 7.2); include the Program Manager and Deputy Program Manager, with the authority to speak and act on behalf of the Contractor with the Government. The offeror may propose additional key positions to be fulfilled by key personnel. No substitution or addition of key personnel or addition/deletion of key positions will be made except in accordance with this clause.

b. The Contractor agrees that to ensure continuity, to the maximum extent practicable, personnel will remain on the contract as long as they are performing satisfactorily. Counselors will fulfill each assignment, ensuring continuity of service, to the maximum extent practicable. Personnel substitutions will be permitted in the event of illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the CO or COR in writing and provide the information required by paragraph (d) below.

c. If key personnel, for whatever reason, become unavailable to work under this contract for a continuous period exceeding 30 working days, or are expected to devote, or are currently performing less effort to the work than indicated in its proposal, the Contractor must propose a substitution or reduction of effort of such personnel, in accordance with paragraph (d) below.

d. All proposed key personnel substitutions or key position additions/deletions must be requested, in writing, to the CO and COR at least 15 days prior to the proposed change. Each request must provide a detailed explanation of the circumstances necessitating the proposed change, a complete resume from the proposed substitute and personnel to be replaced, and any other information required by the CO to approve or disapprove the proposed change. Resumes for key personnel substitutions or additions must be submitted in Contractor format, no longer than three pages, and signed by the incoming individual and an authorized company representative certifying the accuracy of the information contained therein. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal or higher than the qualifications of the person being replaced. No change in fixed unit prices may occur as a result of key personnel substitution.

e. The CO will evaluate requests for substitutions and additions of personnel or positions and notify the Contractor, in writing, whether a request is approved or disapproved.

f. The persons named below are considered to be key Contractor personnel and essential for the successful completion of all work assigned under the contract:

Name	Title
(b) (6)	Program Manager
	Deputy Program Manager

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## H.10 Permits and Licenses

In performance of work under this contract, the Contractor must, without additional expense to the Government, be responsible for obtaining any necessary license(s), permits, background checks (see Section C, Paragraph 4.1), and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of work. The Contractor shall verify all licensing, certification and/or compliance with industry accepted standards for the performance of counseling services.

## H.11 Travel

In order to be reimbursed by the Government for travel expenses, the Contractor shall submit all Contiguous United States (CONUS) and Outside Contiguous United States (OCONUS) travel estimates for approval by the COR or the CO prior to travel. For OCONUS travel, the Contractor shall submit all travel requests to the COR for approval no less than 7 calendar days prior to the occurrence of the travel. Similarly for CONUS surge requirements subject to reimbursement, the Contractor shall submit all travel requests to the COR for approval no less than 7 calendar days prior to the occurrence of the travel.

### a. CONUS Travel

For CONUS, travel to the place of performance e.g. travel from the counselor's residence to the place of performance, is excluded from reimbursement by the Government. The Government will not reimburse CONUS travel expenses (e.g., rental car, personally owned vehicle mileage, air fare, lodging, per diem, M&IE) incurred by counselors traveling to their primary place of performance; or CONUS local travel expenses incurred by counselors traveling around their primary place of performance. The Government will consider for reimbursement, travel greater than 50 miles from the primary place of performance to a secondary location requested and approved in advance by the Government (e.g. surge requirements), if the distance to the secondary location is greater than the normal commuting distance to the primary place of performance.

The Contractor certifies that it has notified all of its counselor employees and subcontractors that the Government will not be providing any reimbursement for CONUS travel, except as indicated above.

### b. OCONUS Travel

For OCONUS, all travel expenses may be considered for reimbursement by the Government. Similar to CONUS travel, the Government will consider for reimbursement, travel greater than 50 miles from the primary place of performance to a secondary location requested and approved in advance by the Government (e.g. surge requirements), if the distance to the secondary location is greater than the normal commuting distance to the primary place of performance.

All travel (CONUS and OCONUS) by the Contractor's staff, including subcontractors, in support of this project will be reimbursed provided:

1. All travel costs and per diem costs must conform to the current Federal Travel Regulations (FTR) in effect at the time of travel authorization, including but not limited to, daily per diem and lodging rates in effect for the area at the time of the travel. Expenses not in conformity with the FTR will not be reimbursed and should not be submitted.

2. Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the Department of State where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent

danger to the health or well-being of the employee. Unless otherwise approved by the Contracting officer, for rotational assignments where the individual MFLC counselor will be on location longer than 120 days, the contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the Department of State Standardized Regulation (DSSR) Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. This allowance is also acceptable for Surge and On Demand Positions no matter the duration. The Government does not consider this allowance acceptable for the long term rotational positions where the MFLC does not commit to stay greater than 120 days. Compensation to ‘Basic Compensation’ shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed as an Other Direct Cost (ODC) and approved prior to travel and submitted along with the Travel Authorization Request (TAR) in the form of a Request to Initiate Purchase (RIP) as delineated in the specific Task Order.

3. The cost of travel is allowable only when the specific written approval of the COR, Program Manager, or CO is obtained prior to commencing the trip. Approval shall be requested in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. OCONUS travel under this contract is defined as any travel outside of the continental United States.

4. Costs incurred by Contractor personnel on official company business in performance of this contract for travel are allowable, subject to the limitations contained in FAR 31.205-46 – Travel Costs Receipts and other written evidence to support submitted travel expenses shall be retained by the Contractor pursuant to FAR Part 4.7, and made available to the CO or COR upon request. Travel not supported by receipts or other evidence will not be reimbursed and should not be submitted.

The Contractor shall state on all invoices that include claims for travel reimbursement that those claims are fully supported by proper documents, that the documents are available for audit, and that the claims are in accordance with the FTR.

## H.12 Security

a. U.S. Citizenship: All Contractor personnel performing the work as outlined in the Performance Work Statement (PWS) must be U.S. citizens.

b. Security Requirements: The offeror is responsible for safeguarding information of a confidential or sensitive nature. Failure to safeguard any classified/privileged information, which may involve the Contractor's personnel or to which they may have access to, may subject the Contractor's employees to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the Contractor. All programs and materials developed at government expense during the course of this contract are the property of the government. As needed, Contractor personnel shall be required to obtain and maintain security badges. Contractors will adhere to the security requirements of the various installation(s) where services are performed.

c. Installation Records Check: The Contractor shall provide named personnel for all counselor positions, new and existing, at least 30 days prior to the projected start date for the position.

Counselors requiring fingerprints shall report to the installation security office no earlier than two business days, after submitting to the program office a complete security package for the Installation Records Check (IRC), but no later than five business days after submission. The Service Headquarters will provide a weekly listing to OSD of counselors who have not reported for fingerprinting. In the instance of a traveling service provider, the MFLC may complete finger prints at the nearest Army installation. The installation name shall be provided to the program office at the time of submitting a complete security package for the IRC. This constitutes a three business day window for the

fingerprinting associated with an IRC.

d. The Common Access Card (CAC): The Common Access Card (CAC) will be issued only when appropriate, in accordance with current guidance, and approved or requested by OSD.

e. Section 508 Compliance Requirements: All electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, which is viewable at <http://www.section508.gov>.

f. National Industrial Security Program: The Contractor shall not require access to national security information at the time of initial contract award; however, a future requirement may involve an operation that will require access to national security information. At that point, specific requirements shall be defined which will include, but not be limited to, Contractor personnel being able to obtain a SECRET Security Clearance. Performance at the interim secret level is acceptable.

g. Access to DoD Information Systems: Select individuals who require access to DoD information systems regardless of CLASSIFICATION level must be U.S. Citizens and be determined trustworthy as a result of a favorable completion of a National Agency Check (NAC).

h. Operations Security (OPSEC): The Contractor, to include subcontractors, shall use the OPSEC process to protect FOR OFFICIAL USE ONLY and Privacy Act information under this contract. This information is defined as controlled, unclassified information obtained or generated as a result of Military and Family Life Counseling business operations. The Contractor/subcontractor shall not disclose controlled, unclassified information to the public or any other organization outside of the Military and Family Life Counseling contract framework of providers without the written approval from the COR or the CO.

#### H.13 Standards

a. Non-medical counseling services must adhere to standards of practice set forth by relevant Military Service Branch/DoD policies, federal, state, and local laws.

b. The Contractor must demonstrate sound professional judgment and highest ethical standards in executing contract responsibilities.

c. The Contractor must be able to operate independently to assess a variety of family needs.

#### H.14 Representation

The Contractor shall not represent the government at any state, federal, or military meeting or event.

#### H.15 Coordination and Communication

The Contractor shall coordinate all program management, communication and service delivery through the COR.

#### H.16 Contractor Attire

Contractor shall wear professional appropriate apparel, i.e., dresses, skirts, pants or slacks, shirt or blouse with collar and sleeves, shoes and socks. Tank-top shirts, cut-offs, shower shoes or similar items of apparel are prohibited. Clothing shall be clearly distinguishable from all U.S. Military Uniforms. Clothing will not bear external corporate logos or other branding in a manner that may be identified by observers. The Contractor shall maintain a neat well-groomed appearance at all times to facilitate credibility with clients, staff, and command.

#### H.17 Subcontracting Compliance:

It is the Government's expectation that the Contractor shall strive to meet or exceed the DoD's Small Business, Woman Owned Small Business (WOSB), Historically Underutilized Business Zone (HubZone), Veteran Owned Small Business (VOSB), Service Disabled Veteran Owned Small Business (SD-VOSB), and Small Disadvantaged Business (SDB) subcontracting goals contained in the Contractor's Subcontracting Plan throughout the period of performance of the IDIQ contract. The Government will audit compliance with the subcontracting goals proposed via eSRS reporting.

#### H.18 Subcontracting Compliance:

The Contractor's subcontracting plan will remain in effect through the life of this contract. In accordance with the incorporated FAR Clause 52.219-9, paragraphs "(I)" and "(I)(1)" the contractor shall report all subcontracting using the web-based eSRS at <https://www.esrs.gov> under the FEDSIM IDIQ contract number. All reports shall be submitted semi-annually during the IDIQ contract performance for the periods ending March 31 and September 30. A report is also required 30 days after the IDIQ completion date. See FAR 52.219-9(I)(1) for further details. Reporting is only required at the IDIQ contract level for all task orders issued under this IDIQ contract. An individual report for each task order is not required and will be rejected.

The Contractor understands and acknowledges that this requirement is a material part of the contract, and that failure to meet this requirement is a breach of contract, which may subject the Contractor to a termination for cause action.

#### H.17 Electronic Transmission of Data

The Contractor shall be fully capable and willing to electronically transmit data (i.e. proprietary data, deliverables, pricing data) to the Government throughout contract performance.

#### H.18 Data Use, Disclosure of Information, and Handling of Sensitive Information

a. The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of client information. The Contractor shall provide information only to the government, employees, contractors, and subcontractors having a need to know such information in the performance of their duties.

b. All information regarding military operations information, particular matters disclosed by service members which may be of a sensitive military nature, and any other similar information under this contract must be regarded as sensitive information by the Contractor and not to be disclosed to anyone outside the Contractor's organization without the written authorization from the CO.

c. The Contractor shall establish appropriate administrative and physical safeguards to ensure the security and confidentiality of client information and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to the client.

d. All employees, contractors, and subcontractors who will have access to client information will be advised of the confidential nature of the information, that the information is subject to the requirements of the Privacy Act of 1974, and that unauthorized disclosures of client information may result in the imposition of possible criminal penalties.

e. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, clients or otherwise, which are not public information.

f. Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement from the CO.

g. If public information is provided to the Contractor for use in performance or administration of this effort, the Contractor except with the written permission from the CO may not use such information for any other purpose. If the Contractor is uncertain about the availability or proposed use of information provided for the performance or administration of the contract, the Contractor shall consult with the COR/CO regarding use of that information for other purposes.

h. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a specific purpose and extent authorized herein.

i. Performance of this effort may require the Contractor to access and use data/information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

j. Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval from the CO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor.

k. All data received, processed, evaluated, loaded, and/or created shall remain the sole property of the Government unless specific exception is granted by the CO.

#### H.19 Government Furnished Information (GFI) / Government Furnished Property (GFP)

a. Government Furnished Information: At the Government's discretion, the Contractor shall be furnished project descriptions, program briefing material and other pertinent information as well as other documentation or material required to carry out the tasks required in the PWS.

b. Government Furnished Property: For most locations, counselors will need limited computer access. In lieu of providing a CAC for computer access, alternate locations for computer access is recommended. If it is necessary for the Contractor to perform duties in Government space, at the Government's discretion, the Contractor shall have access to GFP and software to perform the duties of the project, and the Government (installation) shall furnish the computer hardware, software, and supporting GFP materials and facilities in support of the tasks required in the PWS.

#### H.20 Services for this Commercial Agreement

Any function, task or responsibility not specifically described in this contract but nevertheless considered an inherent part of the commercial services described and required for the proper performance and provision of services shall be deemed included for the purposes of this contract.

#### H.21 Requirement for International Health Insurance

Counselors who provide services under this contract in international locations must obtain and maintain a valid international health insurance policy which covers catastrophic incidents for the entire duration that they provide services in the international locale. Counselors must understand the limitations of their policies, as well as local customs for payment, to ensure that all payments are reconciled with medical treatment facilities for any services rendered. Counselors must be able to provide their insurance policy number in the event it is required by U.S. Installation access request procedures.

## H.22 Performance Assessment

a. The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. In addition, the government reserves the right to inspect for contract compliance and quality by following various methods which include but are not limited to random sampling, periodic inspection, customer satisfaction surveys/discussions, and data calls via adhoc reports. This formal/informal sampling may take place at any location and at any time during performance of this contract.

b. The Government's Quality Assurance Surveillance Plan is hereby incorporated into this contract, and can be found as Attachment J-12.

## H.23 Post Award Evaluation of Contractor Performance

### a. Contractor Performance Evaluations

1. Interim and final evaluations of Contractor performance will be prepared for this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COR and the CO, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COR and/or CO, prior to the exercise of any option period of this effort.

2. Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be provided thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

3. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

### b. Electronic Access to Contractor Performance Evaluations

1. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <http://www.cpars.csd.disa.mil/cparsmain.htm>

2. The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review/comment. In addition, the Contractor shall be required to identify an alternate contact that will be responsible in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

## H.24 Authorized Changes

a. No order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

b. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer (CO), or is pursuant to specific authority otherwise included as a part of this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the CO's. In the event the Contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

#### H.25 Contracts to be Performed in the Federal Republic of Germany -5352.225-9103 (USAFE) (SEP 2003)

(a) In accordance with the exchange of notes (dated 27 Mar 98) implementing the Provisions of Articles 72 and 73 of the German Supplementary Agreement (SA) to the North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA), non-German citizens of a NATO member country who perform services on U.S. Government contracts shall not start work in Germany without meeting one of the following criteria:

- (1) Technical Expert Status accreditation (TESA)
- (2) Troop Care Status accreditation (TCSA)
- (3) Analytical Support Status accreditation (ASSA)
- (4) Military Exigency (ME) via TESA or ASSA
- (5) TESA/ASSA TDY
- (6) Exemption from German work permit ("fax back")
- (7) German work permit or compliance with European Union member nation exchange laws and regulations
- (8) Certificates of limited tax liability and a German work permit

(b) In order to request status under paragraph (a)(1) through (a)(5) above, immediately after contract award, the Contractor shall submit to the contracting officer in accordance with USAFEFARS 5325.10110 a Contract Notification package. The Contractor shall submit Technical Expert Status (TES)/ Troop Care Status (TCS)/ Analytical Support Status (ASS) application packages for any employees for which TES/TCS/ASS accreditation is sought within three business days of the individual being hired.

(c) The packages/applications cited in paragraph (b) above shall be submitted through the contracting officer (or the contracting officer's appointed representative) to DOCPER. DOCPER's contact information is available at the DOCPER Internet site <http://www.chrma.hqusareur.army.mil/>

(d) A 10-week temporary TES or ASS may be granted by the U.S. Government for purposes of Military Exigency (ME). ME is granted for time sensitive, mission critical positions for the purpose of permitting individual contract employees, who upon initial review of the application appear to meet the requirements of TES or ASS, to begin working in Germany prior to TES/ASS accreditation.

(e) The Contractor shall notify the contracting officer within three days in writing of TES/TCS/ASS accreditation duties or when a TES/TCS/ASS employee is no longer assigned to the position for which TES/TCS/ASS accreditation was granted.

(1) The Contractor shall ensure that identification cards and/or other logistics support documents pertinent to, or peculiar to, TES/TCS/ASS are turned over to the issuing office upon termination or transfer of individual Contractor employees. Within three days of completion, the Contractor shall provide written proof to the contracting officer that all identification cards and other logistics support documents have been returned to the government.

(f) The Contractor shall allow German government authorities to visit the Contractor's work areas for the purpose of verifying the status of positions and personnel as Technical Expert (TE)/Troop Care (TC)/Analytical Support (AS) employees. Such visits will not excuse the Contractor from performance under this contract or result in increased costs to the Government.

(g) The contract price shall not be subject to an economic adjustment with regard to TES/TCS/ASS in the event that

(1) the contract and any or all positions identified in the Contractor's proposal are disapproved for TES/TCS/ASS accreditation; or

(2) any or all positions submitted for TES/TCS/ASS consideration during the life of the contract are disapproved for TES/TCS/ASS accreditation; or

(3) any or all Contractor employees are denied TES/TCS/ASS; or

(4) TES/TCS/ASS accreditation is rescinded during the life of the contract.

(h) If the Contractor's employees will be performing in the Federal Republic of Germany under the conditions identified in paragraphs (a)(6) through (a)(8) of this clause, DOCPER is not involved in the process.

(End of Clause)

#### H.26 Republic of Korea (ROK) – Status of Forces Agreement (SOFA) Contract Clause - Invited Contractor or Technical Representative Status under U.S. - Republic of Korea (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S. - ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the U.S. Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which U.S. forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to

U.S. and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DoD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate Contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The Contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for Contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information

concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the Contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited Contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relation and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All Contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The Contractor shall designate a representative to provide Contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential Contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for Contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

~~H.27—Contract Performance in Japan—(in accordance with the “Agreement Under the Treaty of Mutual Cooperation and Security Between the United States of America and Japan, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan”)~~

H.29 Reserved

I. GENERAL: The Status of Forces Agreement between the U.S. and Japan (SOFA) governs the rights and obligations of the U.S. armed forces in Japan. Contractor employees and their dependents accorded privileges under SOFA Article I(b) remain subject to all the laws and regulations of Japan unless expressly exempted by the SOFA. Commander, United States Forces Japan is primarily responsible for interpreting the SOFA and local law for U.S. Forces in Japan, to include determining the applicability of Article I(b) to a specific U.S. forces requirement in Japan.

II. SOFA ARTICLE I(b):

a. SOFA Article I(b) status: Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I (b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

1. U.S. nationals;
2. not ordinarily resident in Japan;
3. present in Japan at the invitation of, and solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces (including Foreign Military Sales contracts); and
4. not contractors, employees of a Contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV, or dependents of such contractors or Contractor employees.

b. SOFA Article I (b) procedures. Contractor personnel must obtain authority to enter Japan under SOFA Article I (b) through their employer and the KO. After determining that the personnel meet the requirements for SOFA Article I (b) status, the KO may issue a Letter of Identification. The Letter of Identification should include a statement that the individual is entering Japan under SOFA Article I(b).

c. SOFA Article I (b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and do not inure to the employer.

1. Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;
2. Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

3. Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;
4. Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the U.S. armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through U.S. military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;
5. Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;
6. Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the U.S. armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;
7. If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by U.S. military authorities as provided for in SOFA Article XV;
8. The transmission into or outside of Japan of U.S. dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;
9. The use of postal facilities as provided for in SOFA Article XXI;
10. Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.
11. Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the U.S. shall have the right to exercise such jurisdiction as is conferred on it by the law of the U.S.

III. Logistic Support: Logistic support, including but not limited to, the items below shall be provided on a reimbursable basis to the Contractor employees and their dependents granted SOFA Article I (b) status under this contract, subject to availability as determined by the installation commander or designee.

1. Navy, Base or Post Exchange, exchange service stations, theaters, and commissary;
2. Laundry and dry cleaning;
3. Military banking facilities;
4. Transient billeting facilities;
5. Open mess (club) membership, as determined by each respective club;
6. Casualty assistance (mortuary services);
7. Routine medical care for U.S. citizens & emergency medical care for non-U.S. citizens;
8. Dental care, limited to relief of emergencies;
9. DoD Dependent Schools on a space-available and tuition-paying basis;
10. Postal support, as authorized by military postal regulations;
11. Local recreation services on a space-available basis;
12. Issuance of U.S. Forces, Japan Operator's Permit;

13. Issuance of vehicle license plates.

(End of Clause)

#### H.28 Performance Locations

The Contractor shall understand country requirements for working on and off U.S. installations located within each perspective country where the Government requires counseling services.

(End of Clause)

#### H.29 Contractor Failure to Obtain Entrance

The Government will not reimburse for any time frame for which services are not able to be performed due to the Contractor's failure to complete the appropriate processing procedures for a counselor to obtain entrance to the performance location for that assignment. This applies to both CONUS as well as OCONUS. For the travel costs inclusive of lodging, per diem, and meals and incidental expenses (M&IE) for OCONUS locations, the Government will not reimburse the lodging, meals or expenses for those day(s) of which the Counselor is not able to obtain entrance.

(End of Clause)

**SECTION I – CONTRACT CLAUSES**

I.1 FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

FAR CLAUSES		
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.212-4 and Alt I*	Contract Terms and Conditions—Commercial Items *Alt I is applicable only to T&M and LH Task Orders/CLINs, and 52.212-4 is applicable to all other Task Orders/CLINs.	JAN 2017

FAR CLAUSES		
52.212-4(c)	<p>Changes in the terms and conditions of this contract may be made only by written agreement of the parties.</p> <p><u>Tailored for Performance Incentives - The Government</u> reserves the right to unilaterally adjust the Contractor's Task Order footprint, i.e. increase or decrease the size of the footprint, based on the Contractor's inability to provide satisfactory performance (e.g., gap days, untimely fulfillment of a Technical Direction Letter, and other measurements), at any time during the Task Order's period of performance. In other words, the Government reserves the right to decrease the size of one Contractor's Task Order footprint and assign it to another Contractor based on unsatisfactory performance, under this multiple award contract. The QASP and Surveillance Plan are forms of measurement.</p>	JAN 2017
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	OCT 2010
52.222-29	Notification of Visa Denial	APR 2015
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-14 Alt I, II, III, IV and V	Rights in Data – General	MAY 2014
52.227-17	Rights in Data – Special Works	DEC 2007
52.227-18	Rights in Data – Existing Works	DEC 2007
52.228-5	Insurance-- Work on a Government Installation	JAN 1997
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State and Local Taxes	FEB 2013
52.229-6	Taxes—Foreign Fixed-Price Contracts	FEB 2013
52.232-9	Limitation on Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability of Funds	APR 1984
52.233-3	Protest after Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.245-1 Alt I	Government Property	APR 2012

FAR CLAUSES		
52.245-9	Use and Charges	APR 2012
52.246-20	Warranty of Services	MAY 2001
52.246-25	Limitation Of Liability—Services	FEB 1997
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

DFARS (Defense Federal Acquisition Regulation) CLAUSES		
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A, System for Award Management	Feb 2014
252.205-7000	Provision of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government that is a State Sponsor of Terrorism	OCT 2015
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) - Basic	APR 2018
252.225-7001	Buy American and Balance of Payments Program - Basic	DEC 2017
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference for Certain Domestic Commodities	DEC 2017
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights in Special Works	JUN 1995
252.227-7021	Rights in Data--Existing Works	MAR 1979
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

DIAR (Department of the Interior Acquisition Regulation) CLAUSES		
1452.203-70	Restrictions on Endorsements	JUL 1996
1452.215-70	Examination of Records by the Department of the Interior	APR 1984
1452.224-1	Privacy Act Notification	JUL 1996

I.2 FAR Clauses Incorporated by Full Text  
 52.203-14 – Display of Hotline Poster(s) (OCT 2015)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
Fraud, Waste, Abuse, Human Trafficking	<a href="http://www.dodhotline.dodig.mil/hotline/posters.cfm">http://www.dodhotline.dodig.mil/hotline/posters.cfm</a>
Fraud, Waste, Abuse, Human Trafficking in Southwest Asia	<a href="http://www.dodhotline.dodig.mil/hotline/posters.cfm">http://www.dodhotline.dodig.mil/hotline/posters.cfm</a>
Contractor Whistleblower Rights	<a href="http://www.dodhotline.dodig.mil/hotline/posters.cfm">http://www.dodhotline.dodig.mil/hotline/posters.cfm</a>
Hotline Brochure	<a href="http://www.dodhotline.dodig.mil/hotline/posters.cfm">http://www.dodhotline.dodig.mil/hotline/posters.cfm</a>
Hotline Business Card	<a href="http://www.dodhotline.dodig.mil/hotline/posters.cfm">http://www.dodhotline.dodig.mil/hotline/posters.cfm</a>
DOD Whistleblower Protection Ombudsman Poster	<a href="http://www.dodhotline.dodig.mil/hotline/posters.cfm">http://www.dodhotline.dodig.mil/hotline/posters.cfm</a>

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

\_\_\_(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

\_\_\_(ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_(ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_(13) [Reserved]

\_\_\_(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_(ii) Alternate I (Nov 2011).

\_\_\_(iii) Alternate II (Nov 2011).

\_\_\_(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_(ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_(iii) Alternate II (Mar 2004) of 52.219-7.

X\_\_\_(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X\_\_\_(17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

\_\_\_(ii) Alternate I (Nov 2016) of 52.219-9.

X\_\_\_(iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_(iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_(v) Alternate IV (Nov 2016) of 52.219-9.

\_\_\_(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

X\_\_\_(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_(38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

\_\_\_(ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Jun 2014) of 52.223-14.

X(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_(41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Jun 2014) of 52.223-16.

X(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_(44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_(45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_(ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_(46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_(ii) Alternate I (May 2014) of 52.225-3.

\_\_\_(iii) Alternate II (May 2014) of 52.225-3.

\_\_\_(iv) Alternate III (May 2014) of 52.225-3.

\_\_\_(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

(60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_\_(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_\_(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_\_(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

X(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014)(42 U.S.C. 1792).

\_\_\_\_(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 10 years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2 billion dollars;

(2) Any order for a combination of items in excess of \$2 billion dollars; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 year from contract expiration.

(End of Clause)

52.217-7 – Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

52.217-8 – Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

52.217-9 – Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the

- contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
  - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

#### 52.222-49 Service Contract Labor Standards—Place of Performance Unknown (May 2014)

- (a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: all CLINS with performance in the continental United States (CONUS), see Wage Determination 201700801, Rev 2 (10/26/2017). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by close of business, within 10 days after issuance of a Task Order.
- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

#### 52.245-2 – Government Property Installation Operation Services (April 2012)

- (c) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (d) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (e) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
- (f) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (g) Government property provided under this clause:

As available, office space and general office equipment at the installation

(End of clause)

I.3 DFARS Clauses Incorporated by Full Text

252.204-7000 Disclosure of Information (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release;  
or
- (3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at [DFARS 252.204-7012](#)) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at [DFARS PGI204.4](#)).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

**252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.** (OCT 2015)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen n and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g.,

interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

*(c) Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care.

Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(1) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force

protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in

connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or

medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html).

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be

taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Peace operations consistent with Joint Publication 3-07.3; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

252.225-7043 Antiterrorism/Force Protection Policy for Defense  
Contractors Outside the United States (JUN 2015)

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is
- (1) A foreign government;
  - (2) A representative of a foreign government; or
  - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:
- (1) For Army contracts: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.
  - (2) For Navy contracts: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.
  - (3) For Marine Corps contracts: CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 614-4177.
  - (4) For Air Force and Combatant Command contracts: The appropriate Antiterrorism/Force Protection Office at the Command Headquarters. Also see <https://atep.dtic.mil>.
  - (5) For defense agency contracts: The appropriate agency security office.
  - (6) For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD (SOLIC); telephone, DSN 227-7205 or commercial (703) 697-7205. (Reference [PGI 225.372-1](#)).

(End of clause)

**252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN  
(DEVIATION 2018-O0019)(AUG 2018)**

(a) *Definitions.* As used in this clause—

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To

receive such a designation, an individual must—

- (1) Be a United States national;
- (2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJD\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJD).pdf));
- (3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;
- (4) Not have SOFA Article XIV status; and
- (5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:
  - (i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or
  - (ii) Possesses a security clearance recognized by the United States to perform his or her duties; or
  - (iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or
  - (iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or
  - (v) Is an employee of a military banking facility; or
  - (vi) Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

- (1) Security considerations;
  - (2) The technical qualification of the contractors involved;
  - (3) The unavailability of materials or services required by United States standards;
- and
- (4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

*(b) General.*

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

(i) USFJ Instruction 64-100, Contract Performance in Japan;

(ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

(i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

(ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor’s SOFA status upon consultation with the government of Japan.

(iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA

generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at [pacom.yokota.usfj.mbx.j023@mail.mil](mailto:pacom.yokota.usfj.mbx.j023@mail.mil). The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

(5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(c) *Support.*

- (1) *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.
  - (2) *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.
- (i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.
  - (ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.
  - (iii) Contractor personnel who are issued a LOA shall maintain possession a DoD- issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.
- (3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:
- (i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.
  - (ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.
  - (iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's

Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

- (iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.
- (v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.
- (vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.
- (vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non- appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.
- (viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.
- (ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

#### *(4) Logistical Support.*

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

- (A) Base Exchange, including exchange service stations, theaters, and commissary.
- (B) Military banking facilities.
- (C) Transient billeting facilities.
- (D) Open mess (club) membership, as determined by each respective club.
- (E) Casualty assistance (mortuary services), on a reimbursable basis.
- (F) Emergency medical care, on a reimbursable basis.

- (G) Dental care, limited to relief of emergencies, on a reimbursable basis.
- (H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.
- (I) Postal support, as authorized by military postal regulations.
- (J) Local recreation services, on a space-available basis.
- (K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.
- (L) Issuance of personal vehicle license plates.

(ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.

(5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

*(d) Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—

(i) United States, host country, and third-country national laws;

(ii) Provisions of applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures;  
and

(iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and

(ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

(4) The Contractor shall report to the appropriate investigative authorities, identified in  
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paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

(d) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(iii) All required security and background checks are complete and acceptable.

(iv) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(v) All such personnel performing in support of an applicable operation—

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

(B) Have received all required immunizations as specified in the foreign clearance guide.

(1) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

(v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such personnel, and dependents, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

(f) *Personnel data.*

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA- covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in- theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission

complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html); and

- (v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

- (g) *Contractor personnel.*

(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

(i) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

- (A) United States and host country laws;
- (B) Treaties and international agreements;
- (C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and
- (D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph (ii), below.

- (ii) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

(h) *Protective equipment.*

- (1) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.
- (2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.
- (3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Evacuation.*

(1) If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(k) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

(l) *Mortuary affairs.* Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.

(End of clause)

252.225-7980 - Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008) (JUN 2016)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Africa Command (USAFRICOM).

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

“U.S. Africa Command (USAFRICOM) area of responsibility,” as used in this clause, means—

(1) The entire continent of Africa, excluding Egypt;

(2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and

(3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40'S/068°E, and west to the African coast at 01°40'S.

(b) *General.*

(1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.

(2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.

(3) Contract performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective

security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non-CAAF who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) Contractor personnel who are issued a letter

of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47

of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>; and

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(i) Hold their own identity or immigration documents, such as passport or driver's license;

- (ii) Receive agreed upon wages on time;
- (iii) Take lunch and work-breaks;
- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in- country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All such personnel deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military- specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all such personnel. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF and, as specified in the statement of work, non-CAAF personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor

personnel on theater-specific policies and procedures.

(g) *Personnel data.* The Contractor shall—

(1) Use the SPOT web-based system, or its successor, to account for—

(i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and

(iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.

(2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html).

(3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government- issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant

Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force- protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USAFRICOM area of responsibility.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

(End of clause)

(a) *Definitions.*

“The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR),” as used in this clause, includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat Nicaragua, Panama, Paraguay, Peru, Saint Barthelemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

(b) *General.*

(1) Contract performance in support of U.S. Armed Forces outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(2) Unless immune from host-nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel can subject such personnel to United States or host-nation prosecution and civil liability.

(c) *Support.*

(1) U.S. citizen and third country national (TCN) contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the contracting officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USSOUTHCOM AOR under this contract.

(d) *Pre-travel requirements.*

The Contractor shall ensure that the following requirements are met prior to sending or using Contractor personnel in the USSOUTHCOM AOR. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All Contractor personnel must be medically, dentally, and

psychologically fit for performance of their contracted duties. All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation, SC Regulation 40-501, as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen contractor personnel and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, "International Certificate of Vaccination." In addition, U.S. citizen contractor personnel and TCN contractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical evacuation plan and service through an insurance plan provided by their employer or paid for individually.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples for the Identification of Remains (AFRSSIR) at <http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview> or phone: (302) 346-8800. In addition, U.S. citizen contractor personnel shall comply with the requirements of DoDI 3020.41, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen contractor personnel and TCN Contractor personnel traveling to the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at <https://www.fcg.pentagon.mil/fcg.cfm> and must have all necessary passports, visas, and other documents required to enter, exit or work in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s). Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.

(5) Special area, country, and theater clearance is obtained for U.S. citizen contractor personnel and TCN Contractor personnel traveling in the USSOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program (FCP). For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) All U.S. citizen contractor personnel and TCN Contractor personnel must receive personal security training. At a minimum, the training shall—

(i) Cover safety and security issues facing employees within

the USSOUTHCOM AOR;

- (ii) Identify safety and security contingency planning activities; and
- (iii) Identify ways to utilize safety and security personnel and other resources appropriately.

(7) All U.S. citizen DOD sponsored contractors must comply with current force protection, personnel recovery and theater entry requirements as posted in DODI 3020.41 Operational Contract Support, DODI 3002.03 DOD Personnel Recovery – Reintegration of Recovered Personnel, the DOD Foreign Clearance Guide at <https://www.fcg.pentagon.mil/> and current USSOUTHCOM guidance prior to travel to any country in the USSOUTHCOM AOR. All U.S. citizen Contractor personnel must complete the following:

- (i) Anti-Terrorism (AT) Level 1 Training course available at <https://Jkodirect.jten.mil> (Login and Search for the course on the Course Catalog tab via the number or key word, enroll, and Launch). AT training must be completed within 12 months (1 year) prior to entry into the USSOUTHCOM AOR.

- (ii) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DOD sponsored contractors entering the theater on official business will have a DD Form 1833 Isolated Personnel Report (ISOPREP) on file in Personnel Recovery Mission Software (PRMS). The ISOPREP will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.

- (iii) IAW USSOUTHCOM theater entry requirements, all DOD sponsored contractors must complete the computer based SERE 100.1 Code of Conduct training course prior to theater entry. Training is available online <http://jko.jten.mil> (Log into your account, go to the Course Catalog and search for SERE 100.1, enroll, and Launch) or through disk based software. Training is good for 3 years.

- (iv) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, all DOD sponsored contractors traveling to designated high risk areas should receive a High Risk of Isolation (HRI) Briefing. The HRI Briefing is required for all DOD personnel conducting operations in, over, or around uncertain or hostile areas increasing their risk of becoming missing, isolated, detained, or captured.

- (v) For more information or specific questions regarding completion of these requirements please contact the designated contracting officer's representative (COR). The COR will contact the appropriate DOD agency or service component for additional guidance.

- (e) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and

Operational Tracker (SPOT) web-based system at <https://spot.dmdc.mil>, to enter and maintain the data for the following Contractor personnel:

- (i) All U.S. citizen contractor personnel and TCN contractor personnel who travel to the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.
  - (ii) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.
  - (iii) Private security contractors and contingency contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or the length of the period of performance of their contract.
  - (iv) Contractor personnel with a place of performance within the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may—within the terms of their contracts—deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.
- (2) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to travel to the USSOUTHCOM AOR and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the period of travel for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, killed, wounded), shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(End of clause)

252.225-7995 - Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEVIATION 2017-O0004)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some

cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

*(b) General.*

- (3) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).
- (4) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (5) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (6) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (7) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

*(c) Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations.

Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

*(d) Compliance with laws and regulations.*

1. The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—
  - (i) United States, host country, and third country national laws;
  - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
  - (iii) United States regulations, directives, instructions, policies, and procedures; and
    - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that CAAF and non-CAAF are aware—
  - (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
  - (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
  - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
  - (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
  - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;
- (ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
- (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>
- (v) Any command of any supported military element or the command of any base

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098

or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (i) Hold their own identity or immigration documents, such as passport or driver's license;
- (ii) Receive agreed upon wages on time;
- (iii) Take lunch and work-breaks;
- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

*(e) Preliminary personnel requirements.*

- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
  - (i) All required security and background checks are complete and acceptable.
  - (ii) All CAAF deploying in support of an applicable operation—
    - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
    - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
    - (C) Have received all required immunizations as specified in the contract.
  - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military- specific immunizations and/or medications not available to the general public.
  - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
  - (3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

- (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that—

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of

this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

*(g) Contractor Accountability and Personnel Data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) *Registration.* The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods–

(A) A Common Access Card (CAC) or a SPOT- approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

*(3) Compliance with SPOT.*

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract

opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor

personnel must—

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.
  - (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
  - (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
  - (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

- (1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
- (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
- (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.232-7007 Limitation of Government's Obligation (APR 2014)

(a) Contract line item(s) None are incrementally funded. For this/these item(s), the sum of the funded dollars at the Task Order level is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination

for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

(End of clause)

I.4 DIAR Clauses Incorporated by Full Text  
1452.224-1 – Privacy Act Notification (JUL 1996)

(a) As prescribed in 1424.104, the clause at FAR 52.224-1, Privacy Act Notification, shall be modified before insertion into solicitations and contracts by—

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

“Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington DC, at each of the regional offices of bureaus of the Department and at many public libraries.”

(b) As prescribed in FAR 52.103(a) and 52.107(f), the clause at FAR 52.252-6, Authorized Deviation in Clauses, shall be inserted into solicitations and contracts containing the clause in paragraph (a) of this section.

(End of clause)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

DOCUMENT NUMBER	DOCUMENT DESCRIPTION
Attachment J-1	SAMPLE MFLC Program Adverse Incident Report for Government Compliance Review – PWS Section C 2.2 Item #3
Attachment J-2	DD Form 2981 - PWS Section C.4.1 Item #1
Attachment J-3	Optional Form 306 - PWS Section C.4.1 Item #1
Attachment J-4	Training Modules for Non-medical Providers Supporting Military Caregivers - PWS Section C.4.3 Item #3
Attachment J-5	CYB-MFLC Consent Form - PWS Section C 5.2 Item #6
Attachment J-6	Technical Direction Letter Template - PWS Section C 6.5
Attachment J-7	DD 254 Form
Attachment J-8	SAMPLE Weekly Credentialing Report Data Elements - PWS Section C.9.0 Item #5
Attachment J-9	SAMPLE Order Fulfillment Deficiency Report Data Elements - PWS Section C.9.0 Item #5
Attachment J-10	Invoice Template - Section G.5 Item #a
Attachment J-11	SAMPLE Contract Funds Status Report Template - PWS Section C 9.0 Item #8, Section F.6
Attachment J-12	Quality Assurance Surveillance Plan - Section H.24
Attachment J-13	RESERVED
Attachment J-14	Subcontracting Plan -Section H.18
Attachment J-15	Weekly Travel Authorization Request
Attachment J-16	Department of Labor Wage Determination

NOTE: The solicitation section citations indicated above are not all-inclusive of every reference to the attachments throughout the solicitation.

- Report templates, and all subsequent template updates, shall be provided throughout the life of the contract, as required, by the Government.

MEMORANDUM:

FROM: \_\_\_\_\_  
[Insert name of installation, school, camp, facility]

SUBJECT: Child and Youth Behavioral Military & Family Life Counselor

1. This letter is to inform you about the Child and Youth Behavioral Military and Family Life Counseling (CYB-MFLC) program services. Due to the unique challenges faced by military families, the Department of Defense is offering this private and confidential non-medical counseling service to military service members, military families, and military family service member's children in Child and Youth Programs, Department of Defense Education Activity schools, Local Education Agencies, DoDEA CYP summer programs, National Military Family Association Operation Purple Camps, Guard/Reserve camps, and Operation Military Kids Camps.
2. The CYB-MFLC counselors may support the centers, schools, summer programs and camps and work with military children and their families in the following ways:
  - Observe, participate and engage in activities with children and youth.
  - Provide direct interaction with military children.
  - Model behavioral techniques and provide feedback.
  - Suggest courses of age appropriate behavioral interventions to enhance coping and behavioral skills.
  - Provide outreach to military parents when they are available such as when they drop off or pick up their children or at family events.
  - Be available for military parents to contact for guidance and support.
  - Facilitate psycho-educational groups.
  - Conduct training for staff and parents.
  - Recommend referrals to military family programs and other resources as needed.
3. The counselor may assist military parents, military children and centers with the following type of issues:
  - Communication
  - Self-esteem/self-confidence
  - Resolving conflicts
  - Behavioral management techniques
  - Bullying
  - Helping children deal with angry feelings
  - Sibling/parental relationships
  - Deployment and reintegration issues
4. The counselor may also work with military children in settings such as field trips and other center, camp, or school sponsored activities.

5. The counselor is available to accommodate appointments and meetings/activities after hours and on weekends with advance notice.
6. At no time will the counselor meet individually with a child without being in line of sight of a CYP, DoDEA, LEA, or camp employee or a parent/guardian.
7. The counselor may use only OSD approved materials for trainings, groups, and any other activities.
- 8. With the exception of mandatory state, federal, and military reporting requirements (i.e., domestic violence, child abuse, and duty-to-warn situations), as well as oversight review by DoD of the service you received should an adverse or harmful event occur, MFLC support is private and confidential to encourage the greatest level of participation.**

Print Name of Child: \_\_\_\_\_

Select only one check box below:

**I understand the above CYB-MFLC program description and authorize my child to participate in CYB-MFLC services. This authorization is valid for the duration of my child's enrollment. I understand I can revoke this authorization at any time in writing.**

**I do not authorize my child to participate in CYB-MFLC services.**

\_\_\_\_\_  
PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE



**J-9 Order Fulfillment Report – P00002**  
**Instructions for Completing the Report Template**  
**Effective 15 Aug 18**

**Purpose:** The government requires continuous, consistent coverage with no breaks in service during an assignment as required by the Technical Direction Letter (TDL). Unfulfilled (“gapped”) workdays are those lapses in coverage during an assignment. The report template outlines the requirements for reporting lapses in assignments.

<b>Current Report Period</b>	History (Perf Period 1)	Monthly (Perf Period 1)	History (Prior Perf Period)	Monthly (Prior Perf Period)
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**Report Date:**

Weekly deficiency reports are due to the program office on Wednesdays.

**Current Report Period**

<b>Report Date:</b>	
<b>Report Period:</b>	

**Report Period:**

The weekly report reflects seven days of data (Wednesday through Tuesday) when possible, following the monthly calendar for start and end dates. Since weekly reports align with the month, there may be one or two day reports in some cases. For example:

AUGUST 2018						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

15-21 Aug (7 days) Report due 22 Aug  
 22-28 Aug (7 days) Report due 29 Aug  
 29-31 Aug (3 days) Report due **5 Sep**

SEPTEMBER 2018						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	30	24	25	26	27	28
						29

1-4 Sep (4 days) Report due **5 Sep**  
 5-11 Sep (7 days) Report due 12 Sep  
 12-18 Sep (7 days) Report due 19 Sep  
 19-25 Sep (7 days) Report due 26 Sep  
 26-30 Sep (5 days) Report due **3 Oct**

OCTOBER 2018						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1-2 Oct (2 days) Report due **3 Oct**  
 3-9 Oct (7 days) Report due 10 Oct  
 10-16 Oct (7 days) Report due 17 Oct  
 17-23 Oct (7 days) Report due 24 Oct  
 24-30 Oct (7 days) Report due 31 Oct  
 31 Oct (1 day) Report due **7 Nov**

NOVEMBER 2018						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1-6 Nov (6 days) Report due **7 Nov**  
 7-13 Nov (7 days) Report due 14 Nov  
 14-20 Nov (7 days) Report due 21 Nov  
 21-27 Nov (7 days) Report due 28 Nov  
 28-30 Nov (3 days) Report due 5 Dec

## **Current Report Period TAB**

<b>Current Report Period</b>	History (Perf Period 1)	Monthly (Perf Period 1)	History (Prior Perf Period)	Monthly (Prior Perf Period)
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### **Column A**

**Date Reported to Program Office:** Reflects the date the deficiency is reported to the Program Office. All date formats should be mm/dd/yy.

### **Column B**

**Contractor:** Drop Down provided for Vendor

### **Column C**

**Assignment Typd:** Drop down provided for Assignment Type, MFLC or CYB

### **Column D**

**Status:** Drop down provided for Status

- **Unresolved** indicates new and previously reported gaps that are unfulfilled through the last day of the reporting period.
- **Overlooked** are defined as any assignment that should have been reported on previous reports but were overlooked and are resolved or unresolved. Note, do not change this status when moving to history even if resolved.
- **Projected** are defined as any UNIs projected to be unfulfilled and that are expected to have their first gapped day (Column L) after the last day of the most recent report period (Cell:B3). Note, this status will change if and when it becomes gapped and or resolved during appropriate report period.
- **Resolved** are defined as those gaps that have been resolved. Note, if an assignment is unfulfilled during the report period and is resolved during the same report period, list it as resolved but do not move it to the history tab until the next report period.

### **Column E**

**UNI of the Position:** Record UNI

### **Column F**

**CLIN:** Record CLIN

### **Column G**

**Installation:** Record Location described on TDL

### **Column H**

**Last Name, First Name of Counselor:** List Name of Counselor that is/was assigned to the position. Note, if recruiting and no counselor assigned, leave blank

### **Column I**

**Group A Reason Code “Why is there a deficiency?”** Drop Down Provided. Please do not add or create codes.

I	As t S
<b>Group A Reason Code</b>  "Why is there a deficiency?"  <i>Applies to individuals currently filling assignments, new assignments (TDLs) and existing assignments/rotations</i>	
Delayed Start-New Assignment	

- **Group A: "Why there is a deficiency?" applies to individual currently filling assignment, new assignments (TDLs) and existing assignments/rotations**
  - o Delayed Start-New Assignment (for those new assignments/locations that have not been previously staffed).
  - o Delayed Start-Rotation (for those assignments that are delayed due to starting back after a rotation)
  - o Adverse Background Check Information (refers to any adverse information that comes out at any time throughout the counselor's employment and is the reason for suspension or dismissal from the position)
  - o Adverse Incident (refers to an adverse incident that results in suspension or removal during employment in which the Government is notified through submission of an Adverse Incident form)
  - o Performance Issue (refers to suspension or removal during employment due to job performance issues)
  - o Planned Leave (planned leave should only be selected if a backfill is not available and results in a gap)
  - o Emergency Leave (should only be selected if it is an unexpected/urgent situation (e.g., medical, death, etc.))
  - o Resignation
  - o Holiday Closure (includes teacher in-service days, family days, training days etc)
  - o Weather Closure
  - o Other Closure (such as maintenance, electrical outages, public health issues etc)

**Columns J & K - Assignment Start Date & Assignment End Date:** These dates come from the TDL.

Cumulative unfulfilled workdays are to be determined by counting the eligible workdays from and including the first day gapped to and including the last day gapped. **Do not count weekends and federal holidays unless those days are part of the counselor's schedule.** If it remains unfulfilled, calculate the days from and including the first day gapped through and including the last day of the most recent report period (B3) until fulfilled.

### **Column L**

**First Day Gapped:** The date in this cell is used by the Program Office to signal the beginning of a gap and is used as the start of the range to count cumulative gapped days.

- Record the first date of the gap for all reasons (including delayed start, leave of absence (LOA) etc. If counselor has not started due to delayed start, record the assignment start date from Column J in Column L. A new TDL will not be produced for a delayed start to change the start date.
- This column should **NEVER** be blank nor have a N/A nor have any other dates or text.
- The date should **NEVER** be after the last day of the reporting period **with the exception of recording projected deficiencies.**

## Column M

### Group B Reason Code

M	La
<p><b>Group B Reason Code</b></p> <p>“Why is the assignment not immediately filled?”</p> <p><i>Applies to the individuals backfilling or replacing and new assignments (TDLs) and existing assignments (rotations)</i></p>	<p>Cc</p> <p>Ba</p>
<p>Recruiting</p>	

“Why is the assignment not immediately filled?” Applies to the individuals backfilling or replacing and new assignments (TDLs) and existing assignments (rotations)

- No Backfill – Short-term Absence
- Recruiting
- Onboarding
- Onboarding – Background Check Adjudication Pending
- Onboarding – Unique Base Access Delay
- Planned Leave
- Emergency Leave
- Facility Closure
- No Backfill per PMO Guidance

## Column N

**Last Name, First Name of Counselor Backfill/Replacement:** Record the name of the individual backfilling or replacing the counselor initially assigned.

## Columns O

**Backfill/Replacement Counselor Start Date:** Record the start of the Backfill/Replacement Counselor

## Column P:

**Last Day Gapped:** Record the date the gap ended. The date in this cell is used by PO to signal the gap is resolved and used as the end of the range for counting cumulative gapped days.

- If the gap is not yet resolved leave this column blank. Do not enter N/A or anything else other than what is instructed here. If there is not a date, it indicates the assignment remains unfulfilled.
- If the deficiency is fulfilled, record the date of last day gapped. If there is a date in this column it indicates the deficiency is fulfilled.
- The date entered in the column should never be after the last day of the reporting period, B3, (if you know the estimated or actual backfill date, LOA return date, or counselor's start date and it is after the last day of the reporting period (From Cell B3), annotate the date in Column S (Notes)). **The only exception is for recording projected deficiencies.**

## Column Q

**Cumulative Gapped Days:** Record the number of "actual" cumulative unfulfilled (gapped) workdays. Count the eligible workdays (not including holidays and weekends) from and including the first day gapped (Column L) to and including the last day gapped (Column P).

- *If Column Q (Last Day Gapped) is blank (this signals the deficiency is still unfulfilled),* count the eligible workdays from and including the first day gapped (Column L) to and including the last day of the reporting period (include the last day of the reporting period from Cell B3 in the count of unfulfilled days).
- Do not include any days beyond the last day of the report period from Cell B3. For example: the report period ends on COB Tuesday. The report is due Wednesday. Do not include Wednesday's unfulfilled day.

### **Reporting and Counting Overlooked Deficiencies**

For reporting any assignment that should have been reported as gapped on previous reports but were overlooked and are unfulfilled or fulfilled. The number of unfulfilled days recorded in Column Q for previously discussed should not exceed the number of eligible workdays between the first day gapped (Column L) through the last day of the current report period (Cell B3). Thus, gapped days is a cumulative count of "workdays" from and including the first day gapped to and including last day of the reporting period (include the last day of the reporting period from Cell B3 in the count of unfulfilled days).

### **Reporting and Counting Projected Deficiencies**

For reporting any assignments projected to be unfulfilled. Projected deficiencies are defined as those UNIs that are expected to be gapped **after** the last day of the most recent report period (From Cell B3).

- Record the projected first day gapped in Column L. Indicate the projected number of cumulative gapped days in the notes section.

**Additional Information:**

If a UNI has deficiencies at different times during the assignment, a new line entry will be required per unique deficiency, (i.e., one UNI may have multiple entries over time).

\*Do not create a new line item if there are multiple reason codes with in a cumulative gap. For example, if the original reason for a gap is delayed start but there is a closure in-between, **do not create a new line item and start the count over**. The deficiency will reflect the cumulative gapped days for the original reason code. Exceptions will be if original gap is due to closure but turns into emergency leave or another reason that would warrant a change in reason code.

**History (Perf Period 1) TAB:**

Current Report Period	<b>History (Perf Period 1)</b>	Monthly (Perf Period 1)	History (Prior Perf Period)	Monthly (Prior Perf Period)
-----------------------	--------------------------------	-------------------------	-----------------------------	-----------------------------

**This tab is to provide a history of resolved deficiencies.** Note, if an assignment is unfulfilled during the report period and is resolved during the same report period, list it as resolved but do not move it to the history tab until the next report period. For Overlooked Gaps, do not change the status when moving to history TAB, leave status as overlooked.

**Monthly (Perf Period 1) TAB:**

Current Report Period	History (Perf Period 1)	<b>Monthly (Perf Period 1)</b>	History (Prior Perf Period)	Monthly (Prior Perf Period)
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This Tab is to reflect cumulative unfulfilled UNIs by month. This will be updated weekly with cumulative amounts. Please annotate the appropriate to-date date reflecting the last day of the report period.

<b>Monthly Report</b>										
<b>Current Report Period</b>										
<b>Report Date:</b>										
<b>Report Period:</b>										
					<i>Excludes federal holidays and weekends</i>					
						<b>Aug-18</b>	<b>Sep-18</b>	<b>Oct-18</b>	<b>Nov-18</b>	<b>Dec-18</b>
					<b>Total</b>	<b>8/15/18</b>	<b>9/1/18</b>	<b>10/1/18</b>	<b>11/1/18</b>	<b>12/1/18</b>
						<b>To Date</b>				
<b>LOC</b>	<b>Installation</b>	<b>UNI of the position</b>	<b>CLIN</b>	<b>MET Assignment Type</b>						

**History (Prior Perf Period) and Monthly (Prior Perf Period) TABs**

Current Report Period	History (Perf Period 1)	Monthly (Perf Period 1)	<b>History (Prior Perf Period)</b>	<b>Monthly (Prior Perf Period)</b>
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**These tabs are to close out the prior contract year (if applicable): Note: For the History (Prior Perf Period), combine the prior contract year current report period and the history for a full history.**











<b>May-19</b>	<b>Jun-19</b>	<b>Jul-19</b>	<b>Aug-19</b>
<b>5/1/18</b>	<b>6/1/18</b>	<b>7/1/18</b>	<b>8/1/18</b>
<b>To Date</b>	<b>To Date</b>	<b>To Date</b>	<b>To Date</b>





<b>Cumulative Gapped Days</b> <b>Calculate by eligible work days</b> <b>- Does not include projected</b>	<b>Notes</b>



Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18
3/1/18	4/1/18	5/1/18	6/1/18	7/1/18	8/1/18
3/31/18	4/30/18	5/31/18	6/30/18	7/31/18	8/31/18

Notes:

1) ODC requests may not include labor.

2) Supplemental Invoices must be accompanied by a cover letter from the contractor that:

-- explains why the expenses submitted could not be readily provided at the time of the primary invoice, and what the contractor is specifically doing to ensure that those or similar expenses are presented in a timely manner in the primary invoice in future.

-- certifies that the charges within the supplemental invoice have not been presented and paid in any prior invoice.

The contractor may determine the format of the cover letter. The certifying official must be the individual responsible for compiling the invoice and presenting it to the Government for payment.















**Counseling (MFLC)**

Attachment J-12 Quality Assurance  
Surveillance Plan (QASP) P00007

<p>The Quality Assurance Surveillance Plan (QASP) is the key Government-developed surveillance process document that is applied to manage contractor performance assessment by ensuring that systematic quality assurance methods are utilized to validate that the contractor's quality control efforts are timely, effective, and are delivering the results specified in the contract or task order. The QASP directly corresponds to the performance objectives and standards (i.e., quality, quantity, timeliness) specified in the Performance Work Statement (PWS) and details how, when and by whom the Government will survey, observe, test, sample, evaluate, and document contractor performance results to determine whether the contractor has met the required standards for each objective in the PWS.</p>				
PWS	Metric	Performance Requirements	Performance Standard (%)	Method of Surveillance
<b>SCOPE 2.0</b>				
2.2	Imminent Risk / Duty to Warn - The Contractor shall make notifications of Duty to Warn incidents to the installation POC and the Contractor chain of command immediately.	Notifications and reports provided on schedule.	100%	Review of Duty-to-Warn reports.
<b>MANDATORY CREDENTIALING AND QUALIFICATION 4.0</b>				
4.1	The Contractor shall not send a counselor to any location at any time during the performance of this contract until the required background checks and clearances have been conducted in accordance with section 4.0.	Completion of required background checks.	100%	Government spot checks of DD2981, OF306, CHBC and FBI fingerprint checks, and IRCs.
4.2	All counselors shall have a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling; a valid unrestricted counseling license/certification from a state, the District of Columbia, a U.S. territory or commonwealth that grants authority to provide counseling services as an independent practitioner in their respective fields; and be licensed in the state in which the participant is receiving support.	Proper graduate degree and license.	100%	Review of staffing and credentialing report.
<b>REQUIREMENTS 5.0</b>				
5.2	Limits of Confidentiality (LOC) - In accordance with DoDI No. 6490.06, Counseling Services for DoD Military, Guard and Reserve Certain Affiliated Personnel and Their Family Members, counselors shall provide informed consent to the individual and/or family member during the initial meeting covering information about their role as counselors, a description of what non-medical counseling can cover, the short-term solution focused approach, the scope of care, and the ability to make appropriate referrals as needed	For all face-to-face sessions reported by the Contractor, the LOC shall be provided.	100%	Government spot check of Review of Activity Report.
5.2	Rotational and Surge counselor daily activity should reflect an average minimum of 4 hours of in person counseling and augment ancillary activities daily in an 8 hour day.	Daily completion of Activity Reports.	100%	Review of Activity Report Form.
<b>6.0 COUNSELOR ASSIGNMENTS</b>				
6.1, 6.5	The Contractor will staff assignments according to Government direction.	Duration and count of counselor assignments align with Government direction.	100%	Review of the Technical Direction Letter and Order Deficiency Report.
6.2	The contractor shall staff assignments in a manner that ensures the quality and continuity of counseling services for assignments of 90 days or less.	Duration and count of counselor assignments align with Government direction.	100%	Review of the monthly reports, technical direction letter, deficiency and credentialing reports
6.2.1	The contractor shall notify the COR and Alternate COR within 3 days of the surge assignment request, if the Contractor cannot or refuses to perform.	Duration and count of counselor assignments align with Government direction.	100%	Review of the monthly reports, technical direction letter, deficiency and credentialing reports.
6.3	The contractor shall notify the COR and Alternate COR within 3 days of the On-Demand assignment request if the Contractor cannot or refuses to perform.	Duration and count of counselor assignments align with Government direction.	100%	Review of the monthly reports, RRS, technical direction letter, deficiency and credentialing reports.
<b>9.0 Reporting</b>				
9	The Contractor will submit all reports in accordance with PWS section 9.	Timing of upload.	100%	Review of daily uploads.



SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

CONUS																
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	UNIT	BASE TOTAL NTE Ceiling	OP 1 TOTAL	OP 2 TOTAL	OP 3 TOTAL	OP 4 TOTAL	OP 5 TOTAL	OP 6 TOTAL	OP 7 TOTAL	OP 8 TOTAL	OP 9 TOTAL	6 Month Extension TOTAL	Grand Total (CONUS)
MFLC	LH	X001	MFLC Rotational	(b) (4)												(b) (4)
MFLC	LH	X002	MFLC Short Term Support (Surge)	(b) (4)												(b) (4)
MFLC	LH	X003	MFLC On Demand	(b) (4)												(b) (4)
CYB-MFLC	LH	X004	CYB-MFLC Rotational	(b) (4)												(b) (4)
CYB-MFLC	LH	X005	CYB-MFLC Short Term Support (Surge)	(b) (4)												(b) (4)
CYB-MFLC	LH	X006	CYB-MFLC Short Term Support (Camps)	(b) (4)												(b) (4)
CYB-MFLC	LH	X007	CYB-MFLC School	(b) (4)												(b) (4)
CYB-MFLC	LH	X008	CYB-MFLC On Demand	(b) (4)												(b) (4)
-	T&M	X009	ODC	(b) (4)												(b) (4)
-	T&M	X010	Travel	(b) (4)												(b) (4)
<b>SUBTOTAL BY PERIOD</b>																\$1,596,052,073.01

OCONUS																
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	UNIT	BASE TOTAL	OP 1 TOTAL	OP 2 TOTAL	OP 3 TOTAL	OP 4 TOTAL	OP 5 TOTAL	OP 6 TOTAL	OP 7 TOTAL	OP 8 TOTAL	OP 9 TOTAL	6 Month Extension TOTAL	Grand Total (OCONUS)
MFLC	LH	X011	MFLC Rotational	(b) (4)												(b) (4)
MFLC	LH	X012	MFLC Short Term Support (Surge)	(b) (4)												(b) (4)
MFLC	LH	X013	MFLC On Demand	(b) (4)												(b) (4)
CYB-MFLC	LH	X014	CYB-MFLC Rotational	(b) (4)												(b) (4)
CYB-MFLC	LH	X015	CYB-MFLC Short Term Support (Surge)	(b) (4)												(b) (4)
CYB-MFLC	LH	X016	CYB-MFLC Short Term Support (Camps)	(b) (4)												(b) (4)
CYB-MFLC	LH	X017	CYB-MFLC School	(b) (4)												(b) (4)
CYB-MFLC	LH	X018	CYB-MFLC On Demand	(b) (4)												(b) (4)
-	T&M	X019	ODC	(b) (4)												(b) (4)
-	T&M	X020	Travel	(b) (4)												(b) (4)
<b>SUBTOTAL BY PERIOD</b>																\$862,611,533.94

CONUS Optional CLINs																
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	UNIT	BASE TOTAL	OP 1 TOTAL	OP 2 TOTAL	OP 3 TOTAL	OP 4 TOTAL	OP 5 TOTAL	OP 6 TOTAL	OP 7 TOTAL	OP 8 TOTAL	OP 9 TOTAL	6 Month Extension TOTAL	Grand Total (CONUS Opts)
MFLC	LH	X021	MFLC Rotational (Optional - Contingency Support)	(b) (4)												(b) (4)
MFLC	LH	X022	MFLC Short Term Support (Optional - Contingency Support)	(b) (4)												(b) (4)
MFLC	LH	X023	MFLC On Demand (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X024	CYB-MFLC Rotational (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X026	CYB-MFLC Short Term Support (Camps) (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X027	CYB-MFLC School (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X028	CYB-MFLC On Demand (Optional - Contingency Support)	(b) (4)												(b) (4)
<b>SUBTOTAL BY PERIOD</b>																\$1,109,977,796.67

OCONUS Optional CLINs																
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	UNIT	BASE TOTAL	OP 1 TOTAL	OP 2 TOTAL	OP 3 TOTAL	OP 4 TOTAL	OP 5 TOTAL	OP 6 TOTAL	OP 7 TOTAL	OP 8 TOTAL	OP 9 TOTAL	6 Month Extension TOTAL	Grand Total (OCONUS Opts)
MFLC	LH	X029	MFLC Rotational (Optional - Contingency Support)	(b) (4)												(b) (4)
MFLC	LH	X030	MFLC Short Term Support (Optional - Contingency Support)	(b) (4)												(b) (4)
MFLC	LH	X031	MFLC On Demand (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X032	CYB-MFLC Rotational (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X034	CYB-MFLC Short Term Support (Camps) (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X035	CYB-MFLC School (Optional - Contingency Support)	(b) (4)												(b) (4)
CYB-MFLC	LH	X036	CYB-MFLC On Demand (Optional - Contingency Support)	(b) (4)												(b) (4)
<b>SUBTOTAL BY PERIOD</b>																\$359,313,702.86

Transition																
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	UNIT	BASE TOTAL	OP 1 TOTAL	OP 2 TOTAL	OP 3 TOTAL	OP 4 TOTAL	OP 5 TOTAL	OP 6 TOTAL	OP 7 TOTAL	OP 8 TOTAL	OP 9 TOTAL	6 Month Extension TOTAL	Grand Total (Transitions)
-	FFP	0037	Transition In Value (CONUS & OCONUS)	(b) (4)												(b) (4)
-	FFP	9037	Transition Out Value (CONUS & OCONUS)	(b) (4)												(b) (4)

Total For all Periods & all CLINs \$3,928,146,829.88

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Base Period of Performance Dates	UNIT	QTY - 9 mos	BASE PERIOD RATE	Funded Qty	Funded Amount	BASE TOTAL NTE Ceiling
MFLC	LH	0001	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	0002	Short Term Support (Surge)	-	-	-	-	-	-	-
MFLC	LH	0003	On Demand	-	-	-	-	-	-	-
CYB-MFLC	LH	0004	CYB-MFLC Rotational	-	-	-	-	-	-	-
CYB-MFLC	LH	0005	CYB-MFLC Short Term Support (Surge)	-	-	-	-	-	-	-
CYB-MFLC	LH	0006	CYB-MFLC Short Term Support (Camps)	-	-	-	-	-	-	-
CYB-MFLC	LH	0007	CYB-MFLC School	-	-	-	-	-	-	-
CYB-MFLC	LH	0008	CYB-MFLC On Demand	-	-	-	-	-	-	-
-	T&M	0009	ODC	-	-	-	-	-	-	-
-	T&M	0010	Travel	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$112,779,738.97</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Base Period of Performance Dates	UNIT	QTY - 9 mos	BASE PERIOD RATE	Funded Qty	Funded Amount	BASE TOTAL NTE Ceiling
MFLC	LH	0011	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	0012	Short Term Support (Surge)	-	-	-	-	-	-	-
MFLC	LH	0013	On Demand	-	-	-	-	-	-	-
CYB-MFLC	LH	0014	CYB-MFLC Rotational	-	-	-	-	-	-	-
CYB-MFLC	LH	0015	CYB-MFLC Short Term Support (Surge)	-	-	-	-	-	-	-
CYB-MFLC	LH	0016	CYB-MFLC Short Term Support (Camps)	-	-	-	-	-	-	-
CYB-MFLC	LH	0017	CYB-MFLC School	-	-	-	-	-	-	-
CYB-MFLC	LH	0018	CYB-MFLC On Demand	-	-	-	-	-	-	-
-	T&M	0019	ODC	-	-	-	-	-	-	-
-	T&M	0020	Travel	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$65,494,949.35</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Base Period of Performance Dates	UNIT	QTY - 9 mos	BASE PERIOD RATE	Funded Qty	Funded Amount	BASE TOTAL NTE Ceiling
MFLC	LH	0021	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	0022	Short Term Support (Optional - Contingency Support)	-	-	-	-	-	-	-
MFLC	LH	0023	On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0024	CYB-MFLC Rotational (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0027	CYB-MFLC School (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0028	CYB-MFLC On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$78,864,486.32</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Base Period of Performance Dates	UNIT	QTY - 9 mos	BASE PERIOD RATE	Funded Qty	Funded Amount	BASE TOTAL NTE Ceiling
MFLC	LH	0029	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	0030	Short Term Support (Optional - Contingency Support)	-	-	-	-	-	-	-
MFLC	LH	0031	On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0032	CYB-MFLC Rotational (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0035	CYB-MFLC School (Optional - Contingency Support)	-	-	-	-	-	-	-
CYB-MFLC	LH	0036	CYB-MFLC On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$25,469,511.22</b>

**Transition**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Base Period of Performance Dates	UNIT	QTY - 9 mos	BASE PERIOD RATE	Funded Qty	Funded Amount	BASE TOTAL NTE Ceiling
-	FFP	0037	Transition In (CONUS & OCONUS)	-	(b) (4)	-	(b) (4)	-	-	(b) (4)

**Total for Base Period (All CLINs) \$282,608,685.85**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 1 RATE	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1001	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1002	Short Term Support (Surge)	-				-	-	
MFLC	LH	1003	On Demand	-				-	-	
CYB-MFLC	LH	1004	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	1005	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	1006	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	1007	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	1008	CYB-MFLC On Demand	-				-	-	
-	T&M	1009	ODC	-				-	-	
-	T&M	1010	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$152,078,415.01</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 1 RATE	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1011	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1012	Short Term Support (Surge)	-				-	-	
MFLC	LH	1013	On Demand	-				-	-	
CYB-MFLC	LH	1014	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	1015	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	1016	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	1017	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	1018	CYB-MFLC On Demand	-				-	-	
-	T&M	1019	ODC	-				-	-	
-	T&M	1020	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-				-	-	<b>\$79,369,907.41</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 1 RATE	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1021	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1022	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	1023	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1024	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1027	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1028	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$105,718,647.88</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12	OP 1	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1029	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1030	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	1031	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1032	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1035	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1036	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$34,227,397.58</b>

**Total for Option Period 1 (All CLINs) \$371,394,367.88**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 2 RATE	Funded Qty	Funded Amount	OP 2 TOTAL NTE Ceiling
MFLC	LH	2001	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	2002	Short Term Support (Surge)	-				-	-	
MFLC	LH	2003	On Demand	-				-	-	
CYB-MFLC	LH	2004	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	2005	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	2006	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	2007	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	2008	CYB-MFLC On Demand	-				-	-	
-	T&M	2009	ODC	-				-	-	
-	T&M	2010	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-				-	-	<b>\$153,629,285.51</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 2 RATE	Funded Qty	Funded Amount	OP 2 TOTAL NTE Ceiling
MFLC	LH	2011	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	2012	Short Term Support (Surge)	-				-	-	
MFLC	LH	2013	On Demand	-				-	-	
CYB-MFLC	LH	2014	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	2015	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	2016	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	2017	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	2018	CYB-MFLC On Demand	-				-	-	
-	T&M	2019	ODC	-				-	-	
-	T&M	2020	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$80,576,281.60</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 2 RATE	Funded Qty	Funded Amount	OP 2 TOTAL NTE Ceiling
MFLC	LH	2021	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	2022	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	2023	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2024	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2027	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2028	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$106,799,436.16</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 2 RATE	Funded Qty	Funded Amount	OP 2 TOTAL NTE Ceiling
MFLC	LH	2029	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	2030	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	2031	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2032	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2035	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	2036	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$34,565,363.65</b>

**Total for Option Period 2 (All CLINs) \$375,570,366.92**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 3 RATE	Funded Qty	Funded Amount	OP 3 TOTAL NTE Ceiling
MFLC	LH	3001	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3002	Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3003	On Demand	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3004	CYB-MFLC Rotational	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3005	CYB-MFLC Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3006	CYB-MFLC Short Term Support (Camps)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3007	CYB-MFLC School	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3008	CYB-MFLC On Demand	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	3009	ODC	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	3010	Travel	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$153,958,319.75</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 3 RATE	Funded Qty	Funded Amount	OP 3 TOTAL NTE Ceiling
MFLC	LH	3011	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3012	Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3013	On Demand	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3014	CYB-MFLC Rotational	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3015	CYB-MFLC Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3016	CYB-MFLC Short Term Support (Camps)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3017	CYB-MFLC School	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3018	CYB-MFLC On Demand	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	3019	ODC	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	3020	Travel	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$81,435,140.43</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 3 RATE	Funded Qty	Funded Amount	OP 3 TOTAL NTE Ceiling
MFLC	LH	3021	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3022	Short Term Support (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3023	On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3024	CYB-MFLC Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3027	CYB-MFLC School (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3028	CYB-MFLC On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$107,025,484.10</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 3 RATE	Funded Qty	Funded Amount	OP 3 TOTAL NTE Ceiling
MFLC	LH	3029	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3030	Short Term Support (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	3031	On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3032	CYB-MFLC Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3035	CYB-MFLC School (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	3036	CYB-MFLC On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$34,648,187.87</b>

**Total for Option Period 3 (All CLINs) \$377,067,132.16**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 4 RATE	Funded Qty	Funded Amount	OP 4 TOTAL NTE Ceiling
MFLC	LH	4001	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4002	Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4003	On Demand	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4004	CYB-MFLC Rotational	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4005	CYB-MFLC Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4006	CYB-MFLC Short Term Support (Camps)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4007	CYB-MFLC School	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4008	CYB-MFLC On Demand	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	4009	ODC	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	4010	Travel	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$155,350,007.25</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 4	Funded Qty	Funded Amount	OP 4 TOTAL NTE Ceiling
MFLC	LH	4011	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4012	Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4013	On Demand	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4014	CYB-MFLC Rotational	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4015	CYB-MFLC Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4016	CYB-MFLC Short Term Support (Camps)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4017	CYB-MFLC School	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4018	CYB-MFLC On Demand	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	4019	ODC	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	4020	Travel	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$82,633,734.72</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 4 RATE	Funded Qty	Funded Amount	OP 4 TOTAL NTE Ceiling
MFLC	LH	4021	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4022	Short Term Support (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4023	On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4024	CYB-MFLC Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4027	CYB-MFLC School (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4028	CYB-MFLC On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$107,995,320.88</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 4 RATE	Funded Qty	Funded Amount	OP 4 TOTAL NTE Ceiling
MFLC	LH	4029	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4030	Short Term Support (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	4031	On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4032	CYB-MFLC Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4035	CYB-MFLC School (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	4036	CYB-MFLC On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$34,956,454.28</b>

**Total for Option Period 4 (All CLINs) \$380,935,517.13**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 5 RATE	Funded Qty	Funded Amount	OP 5 TOTAL NTE Ceiling
MFLC	LH	5001	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	5002	Short Term Support (Surge)	-				-	-	
MFLC	LH	5003	On Demand	-				-	-	
CYB-MFLC	LH	5004	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	5005	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	5006	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	5007	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	5008	CYB-MFLC On Demand	-				-	-	
-	T&M	5009	ODC	-				-	-	
-	T&M	5010	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$155,780,077.71</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 5 RATE	Funded Qty	Funded Amount	OP 5 TOTAL NTE Ceiling
MFLC	LH	5011	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	5012	Short Term Support (Surge)	-				-	-	
MFLC	LH	5013	On Demand	-				-	-	
CYB-MFLC	LH	5014	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	5015	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	5016	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	5017	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	5018	CYB-MFLC On Demand	-				-	-	
-	T&M	5019	ODC	-				-	-	
-	T&M	5020	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$83,564,510.70</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 5 RATE	Funded Qty	Funded Amount	OP 5 TOTAL NTE Ceiling
MFLC	LH	5021	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	5022	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	5023	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5024	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5027	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5028	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$108,291,479.04</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 5 RATE	Funded Qty	Funded Amount	OP 5 TOTAL NTE Ceiling
MFLC	LH	5029	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	5030	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	5031	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5032	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5035	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	5036	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$35,064,272.06</b>

**Total for Option Period 5 (All CLINs) \$382,700,339.51**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 6 RATE	Funded Qty	Funded Amount	OP 6 TOTAL NTE Ceiling
MFLC	LH	6001	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6002	Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6003	On Demand	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6004	CYB-MFLC Rotational	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6005	CYB-MFLC Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6006	CYB-MFLC Short Term Support (Camps)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6007	CYB-MFLC School	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6008	CYB-MFLC On Demand	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	6009	ODC	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	6010	Travel	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$157,104,586.84</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 6 RATE	Funded Qty	Funded Amount	OP 6 TOTAL NTE Ceiling
MFLC	LH	6011	Rotational	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6012	Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6013	On Demand	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6014	CYB-MFLC Rotational	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6015	CYB-MFLC Short Term Support (Surge)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6016	CYB-MFLC Short Term Support (Camps)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6017	CYB-MFLC School	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6018	CYB-MFLC On Demand	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	6019	ODC	-	(b) (4)	-	-	-	-	(b) (4)
-	T&M	6020	Travel	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$84,775,246.06</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 6 RATE	Funded Qty	Funded Amount	OP 6 TOTAL NTE Ceiling
MFLC	LH	6021	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6022	Short Term Support (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6023	On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6024	CYB-MFLC Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6027	CYB-MFLC School (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6028	CYB-MFLC On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$109,214,519.30</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 6 RATE	Funded Qty	Funded Amount	OP 6 TOTAL NTE Ceiling
MFLC	LH	6029	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6030	Short Term Support (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
MFLC	LH	6031	On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6032	CYB-MFLC Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6035	CYB-MFLC School (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
CYB-MFLC	LH	6036	CYB-MFLC On Demand (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$35,355,388.45</b>

**Total for Option Period 6 (All CLINs) \$386,449,740.66**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 7 RATE	Funded Qty	Funded Amount	OP 7 TOTAL NTE Ceiling
MFLC	LH	7001	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	7002	Short Term Support (Surge)	-				-	-	
MFLC	LH	7003	On Demand	-				-	-	
CYB-MFLC	LH	7004	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	7005	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	7006	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	7007	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	7008	CYB-MFLC On Demand	-				-	-	
-	T&M	7009	ODC	-				-	-	
-	T&M	7010	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$157,460,305.23</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 7 RATE	Funded Qty	Funded Amount	OP 7 TOTAL NTE Ceiling
MFLC	LH	7011	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	7012	Short Term Support (Surge)	-				-	-	
MFLC	LH	7013	On Demand	-				-	-	
CYB-MFLC	LH	7014	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	7015	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	7016	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	7017	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	7018	CYB-MFLC On Demand	-				-	-	
-	T&M	7019	ODC	-				-	-	
-	T&M	7020	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$85,718,887.40</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 7 RATE	Funded Qty	Funded Amount	OP 7 TOTAL NTE Ceiling
MFLC	LH	7021	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	7022	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	7023	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7024	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7027	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7028	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$109,458,856.14</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 7 RATE	Funded Qty	Funded Amount	OP 7 TOTAL NTE Ceiling
MFLC	LH	7029	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	7030	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	7031	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7032	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7035	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	7036	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$35,445,995.76</b>

**Total for Option Period 7 (All CLINs) \$388,084,044.53**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

**CONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 1 RATE	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1001	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1002	Short Term Support (Surge)	-				-	-	
MFLC	LH	1003	On Demand	-				-	-	
CYB-MFLC	LH	1004	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	1005	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	1006	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	1007	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	1008	CYB-MFLC On Demand	-				-	-	
-	T&M	1009	ODC	-				-	-	
-	T&M	1010	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$152,078,415.01</b>

**OCONUS**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 1 RATE	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1011	Rotational	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1012	Short Term Support (Surge)	-				-	-	
MFLC	LH	1013	On Demand	-				-	-	
CYB-MFLC	LH	1014	CYB-MFLC Rotational	-				-	-	
CYB-MFLC	LH	1015	CYB-MFLC Short Term Support (Surge)	-				-	-	
CYB-MFLC	LH	1016	CYB-MFLC Short Term Support (Camps)	-				-	-	
CYB-MFLC	LH	1017	CYB-MFLC School	-				-	-	
CYB-MFLC	LH	1018	CYB-MFLC On Demand	-				-	-	
-	T&M	1019	ODC	-				-	-	
-	T&M	1020	Travel	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$79,369,907.41</b>

**CONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 1 RATE	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1021	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1022	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	1023	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1024	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1027	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1028	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$105,718,647.88</b>

**OCONUS Optional CLINs**

COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 1 RATE	Funded Qty	Funded Amount	OP 1 TOTAL NTE Ceiling
MFLC	LH	1029	Rotational (Optional - Contingency Support)	-	(b) (4)			-	-	(b) (4)
MFLC	LH	1030	Short Term Support (Optional - Contingency Support)	-				-	-	
MFLC	LH	1031	On Demand (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1032	CYB-MFLC Rotational (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1035	CYB-MFLC School (Optional - Contingency Support)	-				-	-	
CYB-MFLC	LH	1036	CYB-MFLC On Demand (Optional - Contingency Support)	-				-	-	
<b>SUBTOTAL BY PERIOD</b>				-	-	-	-	-	-	<b>\$34,227,397.58</b>

**Total for Option Period 1 (All CLINs) \$371,394,367.88**

SECTION B - IDIQ PRICING SHEET (MHNGS) - FPR  
 IDIQ CLIN PRICING

CONUS													
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 9 RATE	Funded Qty	Funded Amount	OP 9 TOTAL NTE Ceiling	6 Month Extension (OP 9 RATE)	QTY	6 Month Extension TOTAL
MFLC	LH	9001	Rotational	-	(b) (4)	-	-	-	-	(b) (4)	-	-	-
MFLC	LH	9002	Short Term Support (Surge)	-	-	-	-	-	-	-	-	-	-
MFLC	LH	9003	On Demand	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9004	CYB-MFLC Rotational	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9005	CYB-MFLC Short Term Support (Surge)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9006	CYB-MFLC Short Term Support (Camps)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9007	CYB-MFLC School	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9008	CYB-MFLC On Demand	-	-	-	-	-	-	-	-	-	-
-	T&M	9009	ODC	-	-	-	-	-	-	-	-	-	-
-	T&M	9010	Travel	-	-	-	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>										\$159,350,314.88	-	-	\$79,675,157.44
OCONUS													
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY	OP 9 RATE	Funded Qty	Funded Amount	OP 9 TOTAL NTE Ceiling	6 Month Extension (OP 9 RATE)	QTY	6 Month Extension TOTAL
MFLC	LH	9011	Rotational	-	(b) (4)	-	-	-	-	(b) (4)	-	-	-
MFLC	LH	9012	Short Term Support (Surge)	-	-	-	-	-	-	-	-	-	-
MFLC	LH	9013	On Demand	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9014	CYB-MFLC Rotational	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9015	CYB-MFLC Short Term Support (Surge)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9016	CYB-MFLC Short Term Support (Camps)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9017	CYB-MFLC School	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9018	CYB-MFLC On Demand	-	-	-	-	-	-	-	-	-	-
-	T&M	9019	ODC	-	-	-	-	-	-	-	-	-	-
-	T&M	9020	Travel	-	-	-	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>										\$88,025,700.23	-	-	\$44,012,850.11
CONUS Optional CLINs													
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 9 RATE	Funded Qty	Funded Amount	OP 9 TOTAL NTE Ceiling	6 Month Extension (OP 9 RATE)	QTY	6 Month Extension TOTAL
MFLC	LH	9021	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)	-	-	-
MFLC	LH	9022	Short Term Support (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
MFLC	LH	9023	On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9024	CYB-MFLC Rotational (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9025	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9026	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9027	CYB-MFLC School (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9028	CYB-MFLC On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>										\$110,771,706.82	-	-	\$55,385,853.41
OCONUS Optional CLINs													
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Option Period Dates	UNIT	QTY - 12 mos	OP 9 RATE	Funded Qty	Funded Amount	OP 9 TOTAL NTE Ceiling	6 Month Extension (OP 9 RATE)	QTY	6 Month Extension TOTAL
MFLC	LH	9029	Rotational (Optional - Contingency Support)	-	(b) (4)	-	-	-	-	(b) (4)	-	-	-
MFLC	LH	9030	Short Term Support (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
MFLC	LH	9031	On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9032	CYB-MFLC Rotational (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9033	CYB-MFLC Short Term Support (Surge) (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9034	CYB-MFLC Short Term Support (Camps)(Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9035	CYB-MFLC School (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
CYB-MFLC	LH	9036	CYB-MFLC On Demand (Optional - Contingency Support)	-	-	-	-	-	-	-	-	-	-
<b>SUBTOTAL BY PERIOD</b>										\$35,879,320.63	-	-	\$17,939,660.32
Transition													
COUNSELOR TYPE	CLIN TYPE	CLIN	DESCRIPTION / ASSIGNMENT TYPE	Base Period of Performance Dates	UNIT	QTY - 9 mos	BASE PERIOD RATE	Funded Qty	Funded Amount	BASE TOTAL NTE Ceiling			
-	FFP	9037	Transition Out (CONUS & OCONUS)	-	(b) (4)	-	(b) (4)	-	-	(b) (4)			
<b>Total for Option Period 9 (All CLINs)</b>										\$394,218,765.96	<b>Total for Extension</b> \$197,013,521.28		